

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Approval of Four (4) New Subrecipient Agreements under the 2009-2010 CDBG and ESG Programs

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: Michele Saunders

CONTACT: Pam Martin

EXT: 2302

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Seminole County/Central Florida Family Health Center, Seminole Behavioral Healthcare, Rescue Outreach Mission, and Seminole County victims' Rights Coalition HUD/CDBG and ESG Subrecipient Agreements for Program Year 2009 -2010.

County-wide

Buddy Balagia, Becky Heckters

BACKGROUND:

On July 28, 2009 the Board of County Commissioners (Board) approved and authorized the Community Assistance Division to submit the 2009-2010 One-Year Action Plan to the U.S. Department of Housing and Urban Development (HUD). Included, as part of the One-Year Action Plan, was the approval of the 2009-2010 CDBG/ESG Program Year funding to the following activities:

Central Florida Family Health Center (Center) in the amount of \$60,000.00. CDBG funding is being provided for the professional design, engineering, equipment procurement, construction, and installation of services for the retrofitting of an examination room into a shielded x-ray room in the Center's facility located at 2400 State Road 415, Sanford, Florida. The Center will leverage this project with \$15,000.00 in funds or in-kind services to assist in design and construction costs.

Seminole Behavioral Healthcare Center (SBH) in the amount of \$442,280.00. CDBG funding is being provided for the professional design, engineering, and construction services for the renovation of a wing at SBH's facility located at 919 E. 2nd Street, Sanford, Florida. SBH will leverage this project with \$240,230.00 in funding to assist in design and construction costs.

Rescue Outreach Mission of Sanford (Rescue) in the amount of \$61,000.00. ESG funding is being provided to assist with operating and maintenance costs for Rescue's emergency shelter facilities located on W. 13th Street in Sanford, Florida. Rescue will match, dollar-for-dollar, all ESG funding.

Seminole County Victims' Rights Coalition (SafeHouse) in the amount of \$32,000.00. ESG funding is being provided to assist with operating and maintenance costs for SafeHouse's facility for homeless persons. SafeHouse will match, dollar-for-dollar, all ESG funding.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Seminole County/Central Florida Family Medical Center, Seminole Behavioral Healthcare, Rescue Outreach Mission and Seminole County Victims' Rights Coalition HUD/CDBG and ESG Subrecipient Agreements for Program Year 2009-2010.

ATTACHMENTS:

1. Agreement
2. Agreement
3. Agreement
4. Agreement

Additionally Reviewed By:

- County Attorney Review (Arnold Schneider)
- Grant Review (Jennifer Bero, Lisa Spriggs)

**CDBG SUBRECIPIENT AGREEMENT BETWEEN SEMINOLE COUNTY AND
SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC.
PROGRAM YEAR 2009-2010**

THIS AGREEMENT, entered into this _____ day of _____, 2009, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC.**, a Florida nonprofit corporation, whose address is 237 Fernwood Blvd., Fern Park, Florida 32730, d/b/a SEMINOLE BEHAVIORAL HEALTHCARE and hereinafter referred to as "SBH".

W I T N E S S E T H:

WHEREAS, COUNTY has made application effective for the program year commencing October 1, 2009, and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing regulations set forth in Title 24, Code of Federal Regulations (CFR), Part 570; and

WHEREAS, pursuant to the HUD application, COUNTY shall undertake certain activities to develop a viable community, including, but not limited to, sustainability through a suitable living environment and improved quality of life, principally for persons of Low and Moderate Income as defined herein; and

WHEREAS, COUNTY and SBH have both determined that it serves a desirable and needed public purpose to fund renovations of the crisis stabilization unit wing of SBH's facility located at 919 East 2nd Street, Sanford, Florida; and

WHEREAS, COUNTY has allocated FOUR HUNDRED FORTY-TWO THOUSAND TWO HUNDRED EIGHTY AND NO/100 DOLLARS (\$442,280.00) of Program year 2009-2010 CDBG funds for the Project as hereinafter described,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of the Agreement upon which the parties have relied.

Section 2. Definitions.

(a) "CDBG Program" means the Seminole County Community Development Block Grant Program (CDBG).

(b) "CDBG Regulations" means 24 CFR Part 570 and supplemental, additional, or successor provisions.

(c) "CS Administrator" means the Seminole County Community Services Director or the Community Assistance Division Manager.

(d) "County Approval" means written approval by the CS Administrator, or the Board of County Commissioners as necessary from time to time.

(e) "Low Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

(f) "Project" means the professional design, engineering, interior demolition, lead base paint and asbestos surveys including abatement as may be necessary, and construction of renovations to the

crisis stabilization wing of SBH's facility at 919 E. 2nd Street, Sanford, Florida. The Project is more fully described in Exhibit "A" ("Scope of Services") and Exhibit "B" ("Project Budget") to this Agreement, both of which are fully incorporated herein by reference.

Section 3. Statement of Work.

(a) SBH, in a manner satisfactory to the COUNTY, shall perform all Project tasks and services, except as may be otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of SBH.

(b) The parties recognize and agree that the purpose of this Agreement is to reimburse the cost of providing professional construction/installation services and materials for the Project and that this Agreement is directly related to the implementation of the CDBG Program. Where service expenses are authorized by the COUNTY as set forth in the Project Budget, those expenses shall be specifically itemized by the type and hours or dollars expended or as otherwise required by applicable laws, rules and regulations. All charges and expenses shall be specifically and directly related to SBH's implementation of the CDBG Program activities funded under this Agreement and for no other purpose.

(c) The Project shall be completed no later than December 1, 2010 which shall be strictly adhered to by SBH.

Section 4. Term. This Agreement shall commence upon its execution by both parties hereto and shall terminate on December 31, 2010, to allow for final reporting, payments and closeout unless

extended by formal amendment hereto. All Project services shall be fully performed by SBH no later than December 1, 2010, in accordance with applicable requirements of HUD and this Agreement with reimbursement contingent thereupon unless this Agreement is otherwise formally amended or extended by written agreement of the parties as provided hereunder. The foregoing notwithstanding, sections 10, 12, 13, 16, 21 and 22 shall survive the expiration or termination of this Agreement.

Section 5. Payments.

(a) The COUNTY shall reimburse SBH for funds paid to the contractors, subcontractors, and vendors selected by SBH to provide goods and services under this Agreement in accordance with the Project Budget. Requests for payment must be submitted on the form attached hereto as Exhibit "C", along with other required documentation.

(b) The COUNTY has allocated FOUR HUNDRED FORTY-TWO THOUSAND TWO HUNDRED EIGHTY AND NO/100 DOLLARS (\$442,280.00) of its CDBG Program funds for SBH's performance of this Agreement. The COUNTY will reimburse SBH for the services rendered under this Agreement up to but not exceeding FOUR HUNDRED FORTY-TWO THOUSAND TWO HUNDRED EIGHTY AND NO/100 DOLLARS (\$442,280.00). In the event that SBH does not require the full amount of FOUR HUNDRED FORTY-TWO THOUSAND TWO HUNDRED EIGHTY AND NO/100 DOLLARS (\$442,280.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CS Administrator reserves the right to reallocate any such remaining, excess, unencumbered, or unused funds to other COUNTY CDBG Program funded

projects. Any such excess, unused or unencumbered funds shall be returned to COUNTY within thirty (30) days.

(c) In no event shall the COUNTY reimburse SBH for goods and services provided by its contractors, subcontractors or vendors until all such goods and services rendered are invoiced along with sufficient, supporting documentation, approved in writing by SBH's Executive Director and until same shall have received COUNTY approval.

(d) In order to process payment requests, SBH shall submit to the COUNTY a copy of the invoice signed by the vendor or entity requesting payment and SBH's Executive Director. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with original or true and correct copies of invoices, all of which must accompany a completed Request for Payment Form, a copy of which is attached as Exhibit "C" hereto and incorporated herein by reference.

(e) Upon receipt of the documentation listed above, the COUNTY shall initiate reimbursement to SBH. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if SBH, its vendors, contractors and subcontractors have performed services in full compliance with all HUD requirements and properly invoiced the request for payment, payment shall be rendered by the COUNTY to SBH within thirty (30) days of its receipt of the complete payment request unless

the COUNTY shall in good faith and for reasonable cause, dispute the pending request.

(f) Within thirty (30) days after completion of all services to be performed under this Agreement, but in no event later than December 1, 2010, SBH shall render a final and complete statement to the COUNTY of all costs for goods and services not previously invoiced. The COUNTY shall not be obligated to reimburse any charges, claims or demands of SBH not properly invoiced and received by COUNTY within said time frame. However, such time period and the term of this Agreement may be extended at the discretion of the CS Administrator for one (1) additional thirty (30) day period by written notice to SBH, provided that any delay in submission is not occasioned by fault or negligence of SBH, as determined by the COUNTY.

(g) Any Project related goods or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, shall not be reimbursed by the COUNTY unless such nonconforming requests shall have first obtained County Approval which may also necessitate a formal amendment to this Agreement.

(h) SBH shall not be reimbursed for any acquisition, purchase, donation, or receipt of any interest in real property, or benefits derived from an owner of any real property, unless SBH has first received written authorization from the CS Administrator. Any such activities utilizing funds derived under this Agreement without County Approval is strictly prohibited and may result in termination of this Agreement.

(i) SBH shall further use the funds provided under this Agreement to leverage funds and services for the completion of the Project described herein in an amount not less than TWO HUNDRED FORTY THOUSAND TWO HUNDRED THIRTY AND NO/100 (\$240,230.00) which shall only be applied towards direct Project costs. If sufficient leveraging has not been demonstrated to COUNTY's satisfaction, SBH shall be deemed in breach of this Agreement and COUNTY shall withhold all pending and future payment requests from SBH and shall have the right to pursue any other remedies set forth in Section 21 of this Agreement.

Section 6. Compliance With Federal, State, and Local Law and Regulations. SBH shall comply with all Federal, State, and local laws and regulations in its performance of this Agreement. It is further understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(a) Uniform Administrative Requirements: 24 CFR, Section 570.610 imposing uniform administrative requirements and cost principles on recipients and subrecipients, including particularly, as contained in 24 CFR Parts 84 and 85; 24 CFR Section 570.502; United States Office of Management and Budget ("OMB") Circulars A-122 ("Cost Principles For Non-Profit Organizations"), A-110 ("Uniform Administrative Requirements for Grants and Other Agreements Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations") and, if applicable, A-133 ("Audits of State and Local Governments and Non-Profit Organizations").

(b) Other Federal Program Requirements: SBH shall also comply with all other applicable regulations in 24 CFR 570, including particularly

Subpart K thereof (§§ 570.600-570.614, both inclusive). Said regulations shall include the following Sections:

(i) 570.600 - Decrees that the Secretary of HUD will apply the provisions of Subpart K as being applicable to all grants made under the CDBG program.

(ii) 570.601 - Requires adherence to Public Law 88-352, ("1964 Civil Rights Law"), Public Law 90-284 ("1968 Civil Rights Act of 1968"), and Executive Order 11063 ("Equal Opportunity in Housing");

(iii) 570.602 - Prohibits discrimination on the basis of race, sex or age for activities under the program;

(iv) 570.603 - Requires adherence to the labor standards embodied in the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act in accordance with Section 110 of Title I of The Housing and Community Development Act, *i.e.*, 42 U.S.C. 5301, *et seq.* (the "Act").

(v) 570.604 - Refers grant recipients to Section 104(g) of the Act and 24 CFR Part 58 for those regulations and procedures aimed at furthering the purposes of the National Environmental Policy Act of 1969. The foregoing notwithstanding, SBH shall not assume the COUNTY's environmental responsibilities, as described in 24 CFR Sec. 570.604 "Environmental Standards", nor the COUNTY's responsibility to initiate an environmental review process. However, SBH is not exempt from performing site-specific environmental reviews in accordance with State and local regulations, nor is SBH released from any environmental

pollution that it may cause or have caused and SBH shall assume full liability therefore.

(vi) 570.605 - Governs participation in the National Flood Insurance Program pursuant to Section 202(a) of the Flood Disaster Protection Act of 1973 and 44 CFR Parts 59 through 79.

(vii) 570.606 - Requires that grant recipients and subrecipients adopt and utilize policies that best assure minimizing displacement of persons, families, businesses, farms and non-profit organizations from areas of grant funded, rehabilitation activities pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655.

(viii) 570.607 - Applies Executive Orders 13279 as well as 11246, the latter being amended by Executive Orders 11375, 11478, 12086 and 12107 prohibiting racial, gender, ethnic or religious discrimination in employment during the performance of federally assisted construction projects.

(ix) 570.608 - Applies the Lead Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846) and the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856) to all grant funded activities.

(x) 570.609 - Prohibits the use of debarred, suspended or ineligible contractors or other subrecipients on grant funded projects.


(xi) 570.611 - Establishes the bidding requirements, the code of conduct and conflict of interest provisions applicable for the

procurement of goods and services and post award contract administration relative to activities funded under 24 CFR Part 570.

(xii) 570.612 - Requires adherence to any State imposed standards of intergovernmental review for those infrastructure improvements involving water, sewer and storm water facilities.

(xiv) 570.613 - Restrictions on eligibility for employment and financial assistance benefits for certain resident, newly legalized aliens.

(xv) 570.614 - Requires that any public buildings and other facilities constructed with CDBG funds be compliant with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Americans with Disabilities Act (42 U.S.C. § 12131 and 47 U.S.C. §§155, 201, 218 and 225).


(c) Compliance With State and Local Laws and Regulations: During the execution and implementation of this Agreement, SBH shall comply with all applicable State and local laws, regulations and ordinances, including, but not limited to the following:

(1) Chapter 112, Part III, Florida Statutes - "Code of Ethics for Public Officers and Employees". SBH shall not engage in any actions under this Agreement that would create a conflict of interest for itself or involving any of its employees pursuant to Section 112.312(15), Florida Statutes.

(2) Chapter 119, Florida Statutes - Public Records.

(3) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY

personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by the COUNTY.

(4) SBH shall comply with the "Local Relocation and Antidisplacement Policy" (the "Policy") as adopted by the COUNTY. Should SBH's performance during this Agreement necessitate, as determined by applicable Federal regulations, compliance with the Uniform Relocation Assistance and Real Property Act (the "Act"), SBH shall immediately notify COUNTY accordingly. Upon such notification, COUNTY shall implement and administer all requirements of the Policy and the Act pursuant to this Agreement. The parties agree that should the aforementioned occur, COUNTY shall use funds budgeted in Exhibit "B" to pay for relocation and displacement costs required hereunder.

Section 7. Project Publicity. Any news release, Project sign, or other type of publicity pertaining to the Project described herein shall recognize the Board of County Commissioners as the recipient of CDBG funding from HUD and provider of said funds to SBH.

Section 8. Management Assistance. The CS Administrator shall be available to SBH to provide guidance on HUD requirements.

Section 9. Reporting Requirements. SBH shall fully complete and provide to the CS Administrator a monthly report, attached hereto and incorporated herein as Exhibit "D", summarizing the activities and progress of the Project under construction and all bid information and construction summaries. SBH shall provide the monthly reports as part of the financial reimbursement process no later than the 15th day of each month. Failure by SBH to submit a monthly report shall allow the

COUNTY to withhold payment on pending and future requests for payment submitted by SBH until the required monthly report is submitted as mandated herein. The COUNTY shall have access to, and be provided copies and transcripts of, any records necessary in the sole determination of the COUNTY or HUD to accomplish this obligation.

Section 10. Maintenance of Records.

(a) SBH shall maintain all records required by Federal, State and local laws, rules and regulations for a period of no less than five (5) years from the date of the final Project audit or such longer period as may be required by Federal or State law. This requirement shall include:

(1) All accounts, property and personnel records, as deemed necessary by the COUNTY to ensure proper accounting of all project funds and compliance with this Agreement.

(2) Financial records regarding the following:

(A) invoices, receipts and cancelled checks of all items purchased by SBH pursuant to this Agreement;

(B) bills and invoices for all services purchased by SBH pursuant to this Agreement;

(C) force account construction including the records indicating name, position, number of hours and total labor costs; and

(D) all capital expenditures in excess of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00), including a description, model, serial number, and date and cost of acquisition.

(b) SBH shall perform or cause to be performed an annual audit and provide copies of such audits to the CS Administrator within thirty (30) days of its completion. If SBH receives more than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) from all Federal sources in any fiscal year, such audit shall comply with OMB Circular A-133 and be provided to the CS Administrator in a timely manner.

(c) All records and contracts, of whatsoever type or nature, required by this Agreement shall be available for audit, inspection and copying in accordance with Chapter 119, Florida Statutes. The COUNTY shall have the right to obtain and inspect any audit or other documents pertaining to the performance of this Agreement made by any Federal, State or local agency.

Section 11. Subcontracts, Subcontractors and Performance Bonds.

(a) All contracts made by SBH to perform the activities described in Exhibit "A" shall comply with all applicable laws, rules and regulations set forth in this Agreement. Only subcontracts for work or services as set forth in Exhibit "A" are authorized by this Agreement. Any further work or services which SBH wishes to subcontract must be approved in writing by the CS Administrator and may not exceed the financial restraints forth in Section 5 and Exhibit "B" of this Agreement.

(b) SBH shall remain fully responsible for the adequacy of goods and services rendered by subcontractors, vendors or other professional associates. All subcontractors or other outside professionals retained by SBH shall be pre-approved by COUNTY before SBH enters into any

contract with such outside subcontractors or vendors. SBH shall provide COUNTY a copy of the proposed subcontract(s) at the time approval is sought. Approval or disapproval shall be in writing and signed by the CS Administrator. SBH shall also be fully responsible for the prompt payment of such vendors, contractors and subcontractors and for prompt removal of any liens that may be filed by such persons. All subcontractors and other vendors utilized by SBH shall be properly licensed and insured. Proof of such insurance shall be supplied in connection with any request for COUNTY approval of subcontractors.

(c) All contractors and subcontractors hired or retained by SBH shall be required to post a performance bond at least equal to the dollar value of the contracted goods and services comprising the Project. For the duration of the term hereof, SBH shall furnish COUNTY with a copy of the subject performance bond(s) in the required amounts. To the extent any special increase in Project costs is approved by COUNTY, said bond shall be increased accordingly before any such additional work commences. The performance bond shall be effective no later than the date SBH enters into a binding agreement for the contracted goods and services and before the commencement of any work under those contracts. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY. Said bond(s) shall insure that the time of delivery of the goods and services is satisfactorily met, that the work performed and equipment or materials supplied meet all specifications and that all warranties shall be honored. If at any time after the execution of this

Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory or if for any reason the performance bond ceases to be adequate to cover the performance and payments of the work, SBH shall, at its own expense, if necessary and within fifteen (15) days after receipt of notice from COUNTY to do so, furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

Section 12. Liability to Third Parties. Except for any payment specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity or corporation in connection with the services SBH has agreed to perform hereunder, or for debts or claims accruing to such parties against SBH. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods or materials to SBH as a result of this Agreement, including the contractors, subcontractors and vendors who may from time to time be employed or retained by SBH.

Section 13. Indemnification.

(a) Subject to paragraph 13(c) below, SBH shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the following: loss of any monies paid to SBH or whomsoever, resulting out of SBH's fraud, defalcation, dishonesty, or failure of SBH to comply with applicable laws or regulations; any act or omission of SBH in the performance of this

Agreement or any part thereof; a judgment over and above the limits provided by the insurance required hereunder or by any defect in the construction of the Project; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of this Agreement, or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to SBH by registered or certified mail addressed to SBH at the address provided hereinafter. Upon receiving such notice, SBH, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent the issuance of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in SBH's defense of any such action, suit or proceeding.

(c) The provisions of Section 768.28, Florida Statutes, shall govern all matters of tort liability and limitations on damages as to COUNTY and nothing in this Agreement shall be construed as a waiver of the sovereign immunity or of the limits on damages beyond the amount expressed in said Statute, anything else in this section or elsewhere in this Agreement to the contrary notwithstanding.

Section 14. Insurance. SBH shall ensure that its insurance coverage or legally sufficient self-insurance program, and the insurance coverage of its contracted agents, conforms to and complies with all applicable Federal, State and local regulations and is adequate and

sufficient to insure all activities performed pursuant to this Agreement against property damage or loss, human injury and other casualty.

Section 15. Non-Assignability. Neither party shall assign this Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 16. Program Income. In the event that any program income as defined in 24 CFR 570.500(a) is received by SBH as a direct result of the investment of any COUNTY funds awarded under this Agreement during or after the term of this Agreement, SBH shall immediately render such program income to the COUNTY for proper accounting in the CDBG fund in accordance with 24 CFR §§ 570.503(b)(3) and 570.504.

Section 17. Non-Expendable Property. Any non-expendable personal property acquired by SBH through funds issued by the COUNTY pursuant to this Agreement shall be subject to all Federal, State and local regulations, including, but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any such property shall be made available to the COUNTY and HUD in accordance with such regulations.

Section 18. Reversion of Assets. Upon expiration of this Agreement, SBH shall immediately transfer to the COUNTY any remaining HUD funds and any accounts receivable attributable to the use of CDBG funds distributed pursuant to this Agreement. The distribution of any real property controlled by SBH and acquired or improved in whole or in part after receiving the express approval of the COUNTY, with HUD funds in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) shall

be governed by 24 CFR Sections 570.503(7) and 24 CFR 85.31 and if such property is sold to another party, the provisions of 24 CFR 570.504(4) and (5) and 24 CFR 570.505(c) shall also apply with respect to income derived therefrom.

Section 19. Suspension and Termination. This Agreement may be terminated by COUNTY for reasons of cause and enforcement or convenience in accordance with 24 CFR Sections 85.43 and 85.44. Notice thereof shall be provided pursuant to this Agreement.

Section 20. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement, including particularly, the timely performance and completion of the Project by the date specified in Section 4 hereof shall constitute a breach of this Agreement.

Section 21. Enforcement of Agreement and Remedies. Upon determination that a breach has occurred, which may include a post Project completion determination of fraud or misappropriation of funds, the COUNTY reserves all legal and equitable rights and remedies to enforce this Agreement and/or recover any monies paid to SBH pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

- (a) immediately terminate this Agreement, with or without notice;
- (b) reallocate the remaining uncommitted funds toward another HUD program or toward the COUNTY's trust fund;
- (c) withhold issuance of any further funds, regardless of whether such funds have been encumbered by SBH;

(d) demand SBH immediately repay any monies expended in accordance with this Agreement;

(e) require specific performance of this Agreement;

(f) demand payment and/or performance from the surety, if applicable; and/or

(g) impose a lien upon any and all of SBH's real or personal property. To create such a lien, the COUNTY shall send a letter to SBH demanding refund of any monies expended to SBH pursuant to this Agreement. Said letter shall be recorded in the Public Records of Seminole County and thereafter shall constitute a lien upon SBH's real and personal property.

Section 22. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) SBH agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set

forth in subsection (a) above of which SBH had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise best efforts to resolve disputes through mediation. Mediator selection and the procedures to be employed in such mediation shall be mutually acceptable to the parties. Costs of mediation shall be shared equally among the parties participating in the process.

Section 23. Certification Regarding Lobbying. SBH hereby certifies that to the best of its knowledge and belief:

(a) no Federally appropriated funds have been paid or will be paid by or on behalf of SBH to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(b) if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, SBH shall complete and

submit a "Disclosure of Lobbying Activities" (standard form SF-LLL) or its equivalent as approved by the United States Office of Management and Budget.

Section 24. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CS Administrator
Seminole County Community Services Department
534 W. Lake Mary Blvd.
Sanford, Florida 32771

For SBH:

President
Seminole Community Mental Health Center, Inc.
237 Fernwood Blvd.
Fern Park, FL 32730

Either of the parties may change, by written notice, the address or person for receipt of notice.

Section 25. Entire Agreement, Effect on Prior Agreement. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements, if any, between the parties relating to the subject matter of this Agreement.

Section 26. Amendment. This Agreement may be amended from time to time by mutual agreement of the parties by adoption and execution of a written instrument of equal dignity herewith. The foregoing notwithstanding, a change in the parties designated for notice pursuant to Section 24 hereof may be made by written notice sent via U.S. Mail to

the other party and without the need for formal amendment to this Agreement.

Section 27. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid by a court of competent jurisdiction, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way effect the validity of the remaining covenants or provisions of this Agreement.

Section 28. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.


Section 29. Conditions Precedent. Each party represents to the other that it and its governing officials have done all things necessary as conditions precedent to the entry into this Agreement and that the persons whose signatures appear below have full legal SBH to execute this instrument and bind their respective parties.

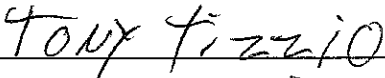
(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement
to be executed:

ATTEST:

SEMINOLE COMMUNITY MENTAL HEALTH
CENTER, INC.


Richard Brown, Secretary
Print Name and Title

By: 
Tony Tizzio, President Board of Directors
Print Name and Title

CORPORATE SEAL

Date: September 10, 2009

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman



Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200__, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

1. Exhibit "A"- Scope of Services
2. Exhibit "B"- Project Budget
3. Exhibit "C"- Request for Payment Form
4. Exhibit "D"- Monthly Report Form
5. Exhibit "E"- End of Year Report Form

EXHIBIT A

SCOPE OF SERVICES

SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC.

d/b/a SEMINOLE BEHAVIORAL HEALTH

CDBG PROGRAM YEAR 2009-2010

Capitalized words and terms herein shall have the same meanings as ascribed to them in the attached Agreement.

SBH shall provide for the professional design, engineering, and construction services for the renovations of a wing at SBH's facility located at 919 E. 2nd Street, Sanford, Florida (the "Project"). The Project is a central component in meeting the increasing demand for comprehensive behavioral health services to, predominately, persons of Low Income in Seminole County. SBH expects as many as 816 new users annually for its services amounting to approximately 7,648 additional patient "bed days" per year.

All facets of the Project shall be according to the cost estimates, plans, drawings, and specifications prepared by Orlando Design Group of Casselberry, Florida, as heretofore filed with and approved by COUNTY and as may be necessary by other state or federal government agencies.

The completed Project shall be used only as a Crisis Stabilization Unit in connection with providing Behavioral Health Services to predominately persons of Low Income until December 31, 2025 and for no other purpose.

TASK ONE: DOCUMENTS AND BID PROCESS

(a) SBH, where applicable, shall have construction drawings and plans reviewed and approved by the reviewing authorities for Seminole County and the State of Florida.

(b) SBH shall apply for and submit copies of all issued building permits and other required permits to COUNTY.

(c) SBH shall prepare all documents required for bidding. The documents shall be submitted to COUNTY for review and approval prior to bidding. COUNTY shall review the documents and incorporate terms and conditions as required by COUNTY or by federal requirements.

(d) SBH shall comply with the requirements of 24 CFR Part 84.44 and OMB Circular A-110 SUBPART C .40-.48 both of which define "Procurement".

TASK TWO: BID RESPONSE REVIEW

Following the close of the bidding period, COUNTY and SBH shall jointly review the bids received. After review, SBH shall verify contractor qualifications, and COUNTY shall verify that the apparent low and successful bidder is not suspended or debarred from doing business under federally funded contracts.

TASK THREE: CONTRACTOR SELECTION

SBH shall select, with COUNTY acting in an advisory capacity, the contractors to be awarded the Project construction and installation contract(s). SBH shall prepare and negotiate the contracts with the contractors and monitor the performance to meet certain requirements, such as, but not limited to, appropriate professional licensing, proper insurance coverage, certificates, performance bonds and permits.

TASK FOUR: PRE-CONSTRUCTION CONFERENCE

SBH and COUNTY shall hold a joint pre-construction conference at the CENTRAL FLORIDA FAMILY HEALTH SBH with the contractor, subcontractors, utility company representatives (if applicable), and other construction involved entities for the purpose of:

1. Identifying the project managers;
2. Discussing the plans and specifications;
3. Discussing construction procedures and establishing a construction schedule;
4. Answering any questions prior to construction; and
5. Discussing Federal requirements and regulations (COUNTY staff shall present this information.)

TASK FIVE: PROJECT MONITORING & PROGRESS REPORTS

SBH shall provide a Project manager to monitor the activities and who shall be responsible for responding to all requests by COUNTY including particularly the Monthly Reports (attached hereto as EXHIBIT D) to COUNTY by the fifteenth (15th) day of every month.

TASK SIX: PAYMENT

SBH shall receive reimbursement funding from COUNTY in accordance with Section 5 of the Agreement.

EXHIBIT B

PROJECT BUDGET

SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC.

CDBG 2009-2010

Activity	Budget
Professional design, engineering, interior demolition, lead base paint and asbestos surveys including abatement as may be necessary, and construction of renovations to the crisis stabilization wing of SBH's facility at 919 E. 2 nd Street, Sanford, Florida.	
TOTAL CDBG FUNDS 2009-2010	\$442,280.00*
Required leveraged funding to be provided for the Project by SBH	\$240,230.00**
COMBINED TOTAL PROJECT BUDGET	<u>\$682,510.00</u>

*To the extent the Project costs total less than the amount of CDBG Program funding allocated or SBH's failure to complete the Project by December 1, 2010, COUNTY reserves the right to reallocate such excess or unused and remaining funds to other approved CDBG Program eligible projects. COUNTY shall not be obligated to honor any reimbursement requests submitted after December 1, 2010, unless County Approval has been granted for a one month extension pursuant to section 5(f) of the Agreement.

** The leveraged funds must be expended by no later than November 1, 2010 or at least one month before the final Project reimbursement request submitted to COUNTY, allowing sufficient time for Project completion and COUNTY's determination of compliance with the Agreement.

EXHIBIT C

REQUEST FOR PAYMENT
SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC.
CDBG PROGRAM YEAR 2009-2010

Description of Project: Professional design, engineering, interior demolition, lead base paint and asbestos surveys including abatement as may be necessary, and construction of renovations to the crisis stabilization wing of SBH's facility at 919 E. 2nd Street, Sanford, Florida.

Original Approved CDBG Budget: \$442,280.00

Amount Requested: _____

Cumulative Prior Requests: _____

**Combined Total of Present
and Prior Requests:** _____

Remaining CDBG Budget Allocation: _____

Leveraged funds required per Agreement: \$240,230.00

Leveraged funds expended to date hereof: _____

**Description of completed
Project tasks for which current payment is sought:** _____

Date of Completion of Listed Tasks: _____

**Documentation supporting
This request for payment:** _____

Date of this Request: _____

**Name and Title of person
submitting this request:** _____

EXHIBIT "D"

MONTHLY REPORT

SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC.

CDBG 2009-2010

Status Report for Month of _____

SUBRECIPIENT INFORMATION

Subrecipient: Seminole Behavioral Healthcare
Mailing Address: 237 Fernwood Blvd., Fern Park, Florida 32730
Contact Person: _____ Telephone: _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	(A) Original Budget Amount	(B) Previous Total Paid to Date	(C) Payments this Month	(D) (D Equals B Plus C) Total Paid to Date	Outstanding Obligations	(A Minus D) Budget Balance
Renovations	\$442,280.00					
TOTAL	\$442,280.00					

Any other special accomplishments:

Signed: _____

EXHIBIT E
END OF YEAR REPORT

NAME OF ORGANIZATION: SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC.

FISCAL YEAR: _____

Type of Service provided: Health Facilities for Low Income Persons

HUD IDIS Matrix Code: 03 Public Facilities and Improvements (General 570.201(c))

Total number of people who now have improved and increased access to this service or benefit _____

Objective: Suitable Living Environment

Outcome: Sustainability

White/ Hispanic	Black/ African American/ Hispanic	Asian/ Hispanic	American Indian/Alaskan Native/ Hispanic	Native Hawaiian/ Other Pacific Islander/ Hispanic	American Indian/Alaskan Native & White/ Hispanic	Asian & White/ Hispanic	Black/African American & White/ Hispanic/	American Indian/Alaskan Native & Black African/ American/ Hispanic	Other Multi-racial/ Hispanic	Female Head of Household

Any other special accomplishments:

Signed: _____

**CDBG SUBRECIPIENT AGREEMENT BETWEEN SEMINOLE COUNTY AND
CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.
PROGRAM YEAR 2009-2010**

THIS AGREEMENT, entered into this _____ day of _____, 2009, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.**, a corporation organized under the laws of the State of Florida, whose address is 2400 State Road 415, Sanford, Florida 32771, hereinafter referred to as "CENTER".

W I T N E S S E T H:

WHEREAS, COUNTY has made application effective for the program year commencing October 1, 2009, and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing regulations set forth in Title 24, Code of Federal Regulations (CFR), Part 570; and

WHEREAS, pursuant to the HUD application, COUNTY shall undertake certain activities to develop a viable community, including, but not limited to, sustainability through a suitable living environment and improved quality of life, principally for persons of Low Income as defined herein; and

WHEREAS, COUNTY and CENTER have both determined that it serves a desirable and needed public purpose to fund the retrofitting and equipping of a shielded x-ray room at CENTER's primary health care facility; and

WHEREAS, COUNTY has allocated SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) of Program year 2009-2010 CDBG funds for the Project as hereinafter described,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of the Agreement upon which the parties have relied.

Section 2. Definitions.

(a) "CDBG Program" means the Seminole County Community Development Block Grant Program (CDBG).

(b) "CDBG Regulations" means 24 CFR Part 570 and supplemental, additional, or successor provisions.

(c) "CS Administrator" means the Seminole County Community Services Director or the Community Assistance Division Manager.

(d) "County Approval" means written approval by the CS Administrator, or the Board of County Commissioners as necessary from time to time.

(e) "Low Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

(f) "Project" means the professional design, construction, equipment procurement and installation services for an x-ray room retrofit at CENTER's primary health care facility at 2400 State Road

415, Sanford, Florida as more fully described in Exhibit "A" ("Scope of Services") and Exhibit "B" ("Project Budget") to this Agreement, both of which are fully incorporated herein by reference.

Section 3. Statement of Work.

(a) CENTER, in a manner satisfactory to the COUNTY, shall perform all Project tasks and services, except as may be otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of CENTER.

(b) The parties recognize and agree that the purpose of this Agreement is to reimburse the cost of providing professional construction/installation services and materials for the Project and that this Agreement is directly related to the implementation of the CDBG Program. Where service expenses are authorized by the COUNTY as set forth in the Project Budget, attached hereto and incorporated herein as Exhibit "B", those expenses shall be specifically itemized by the type and hours or dollars expended or as otherwise required by applicable laws, rules and regulations. All charges and expenses shall be specifically and directly related to CENTER's implementation of the CDBG Program activities funded under this Agreement and for no other purpose.

(c) The Project shall be completed no later than December 1, 2010 which shall be strictly adhered to by CENTER.

Section 4. Term. This Agreement shall commence upon its execution by both parties hereto and shall terminate on December 31, 2010, to allow for final reporting, payments and closeout unless extended by formal amendment hereto. All Project services shall be

fully performed by CENTER no later than December 1, 2010, in accordance with applicable requirements of HUD and this Agreement with reimbursement contingent thereupon unless this Agreement is otherwise formally amended or extended by written agreement of the parties as provided hereunder. The foregoing notwithstanding, sections 10, 12, 13, 16, 21 and 22 shall survive the expiration or termination of this Agreement.

Section 5. Payments.

(a) The COUNTY shall reimburse CENTER for funds paid to the contractors, subcontractors, and vendors selected by CENTER to provide goods and services under this Agreement in accordance with the Project Budget. Requests for payment must be submitted on the form attached hereto as Exhibit "C", along with other required documentation.

(b) The COUNTY has allocated SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) of its CDBG Program funds for CENTER's performance of this Agreement. The COUNTY will reimburse CENTER for the services rendered under this Agreement up to but not exceeding SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00). In the event that CENTER does not require the full amount of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CS Administrator reserves the right to reallocate any such remaining, excess, unencumbered, or unused funds to other COUNTY CDBG Program funded projects. Any such excess, unused or unencumbered funds shall be returned to COUNTY within thirty (30) days.

(c) In no event shall the COUNTY reimburse CENTER for goods and services provided by its contractors, subcontractors or vendors until all such goods and services rendered are invoiced along with sufficient, supporting documentation, approved in writing by CENTER's Executive Director and until same shall have received COUNTY approval.

(d) In order to process payment requests, CENTER shall submit to the COUNTY a copy of the invoice signed by the vendor or entity requesting payment and CENTER's Executive Director. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with original or true and correct copies of invoices, all of which must accompany a completed Request for Payment Form, a copy of which is attached as Exhibit "C" hereto and incorporated herein by reference.



(e) Upon receipt of the documentation listed above, the COUNTY shall initiate reimbursement to CENTER. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if CENTER, its vendors, contractors and subcontractors have performed services in full compliance with all HUD requirements and properly invoiced the request for payment, reimbursement shall be rendered by the COUNTY to CENTER within thirty (30) days of its receipt of the request unless the COUNTY shall in good faith and for reasonable cause, dispute the pending request.

(f) Within thirty (30) days after completion of all services to be performed under this Agreement, but in no event later than December 1, 2010, CENTER shall render a final and complete statement to the COUNTY of all costs for goods and services not previously invoiced. The COUNTY shall not be obligated to reimburse any charges, claims or demands of CENTER not properly invoiced and received by COUNTY within said time frame. However, such time period and the term of this Agreement may be extended at the discretion of the CS Administrator for one (1) additional thirty (30) day period by written notice to CENTER, provided that any delay in submission is not occasioned by fault or negligence of CENTER, as determined by the COUNTY.

(g) Any Project related goods or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, shall not be reimbursed by the COUNTY unless such nonconforming requests shall have first obtained County Approval which may also necessitate a formal amendment to this Agreement.

(h) CENTER shall not be reimbursed for any acquisition, purchase, donation, or receipt of any interest in real property, or benefits derived from an owner of any real property, unless CENTER has first received written authorization from the CS Administrator. Any such activities utilizing funds derived under this Agreement without County Approval is strictly prohibited and may result in termination of this Agreement.

(i) CENTER shall further use the funds provided under this Agreement to leverage funds and services for the completion of the

Project described herein in an amount not less than FIFTEEN THOUSAND AND NO/100 (\$15,000.00) in the form of dollars, or if pre-approved in writing by the CS Administrator, professional services or in-kind services. As a further condition of receiving CDBG funding from COUNTY under this Agreement, CENTER shall make financial provision for salary costs for at least one full-time physician and sufficient support staff to meet the needs of CENTER's expanding client base. If sufficient leveraging has not been demonstrated to COUNTY's satisfaction, CENTER shall be deemed in breach of this Agreement and COUNTY shall withhold all future payments to CENTER and shall have the right to pursue any other remedies set forth in Section 21 of this Agreement.

Section 6. Compliance With Federal, State, and Local Law and Regulations. CENTER shall comply with all Federal, State, and local laws and regulations in its performance of this Agreement. It is further understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(a) Uniform Administrative Requirements: 24 CFR, Section 570.610 imposing uniform administrative requirements and cost principles on recipients and subrecipients, including particularly, as contained in 24 CFR Parts 84 and 85; 24 CFR Section 570.502; United States Office of Management and Budget ("OMB") Circulars A-122 ("Cost Principles For Non-Profit Organizations"), A-110 ("Uniform Administrative Requirements for Grants and Other Agreements Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations") and, if applicable, A-133 ("Audits of State and Local Governments and Non-Profit Organizations").

(b) Other Federal Program Requirements: CENTER shall also comply with all other applicable regulations in 24 CFR 570, including particularly Subpart K thereof (§§ 570.600-570.614, both inclusive). Said regulations shall include the following Sections:

(i) 570.600 - Decrees that the Secretary of HUD will apply the provisions of Subpart K as being applicable to all grants made under the CDBG program.

(ii) 570.601 - Requires adherence to Public Law 88-352, ("1964 Civil Rights Law"), Public Law 90-284 ("1968 Civil Rights Act of 1968"), and Executive Order 11063 ("Equal Opportunity in Housing");

(iii) 570.602 - Prohibits discrimination on the basis of race, sex or age for activities under the program;

(iv) 570.603 - Requires adherence to the labor standards embodied in the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act in accordance with Section 110 of Title I of The Housing and Community Development Act, i.e., 42 U.S.C. 5301, et seq. (the "Act").

(v) 570.604 - Refers grant recipients to Section 104(g) of the Act and 24 CFR Part 58 for those regulations and procedures aimed at furthering the purposes of the National Environmental Policy Act of 1969. The foregoing notwithstanding, CENTER shall not assume the COUNTY's environmental responsibilities, as described in 24 CFR Sec. 570.604 "Environmental Standards", nor the COUNTY's responsibility to initiate an environmental review process. However, CENTER is not exempt from performing site-specific environmental reviews in accordance with

State and local regulations, nor is CENTER released from any environmental pollution that it may cause or have caused and CENTER shall assume full liability therefore.

(vi) 570.605 - Governs participation in the National Flood Insurance Program pursuant to Section 202(a) of the Flood Disaster Protection Act of 1973 and 44 CFR Parts 59 through 79.

(vii) 570.606 - Requires that grant recipients and subrecipients adopt and utilize policies that best assure minimizing displacement of persons, families, businesses, farms and non-profit organizations from areas of grant funded, rehabilitation activities pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655.

(viii) 570.607 - Applies Executive Orders 13279 as well as 11246, the latter being amended by Executive Orders 11375, 11478, 12086 and 12107 prohibiting racial, gender, ethnic or religious discrimination in employment during the performance of federally assisted construction projects.

(ix) 570.608 - Applies the Lead Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846) and the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856) to all grant funded activities.

(x) 570.609 - Prohibits the use of debarred, suspended or ineligible contractors or other subrecipients on grant funded projects.

(xi) 570.611 - Establishes the bidding requirements, the code of conduct and conflict of interest provisions applicable for the

procurement of goods and services and post award contract administration relative to activities funded under 24 CFR Part 570.

(xii) 570.612 - Requires adherence to any State imposed standards of intergovernmental review for those infrastructure improvements involving water, sewer and storm water facilities.

(xiv) 570.613 - Restrictions on eligibility for employment and financial assistance benefits for certain resident, newly legalized aliens.

(xv) 570.614 - Requires that any public buildings and other facilities constructed with CDBG funds be compliant with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Americans with Disabilities Act (42 U.S.C. § 12131 and 47 U.S.C. §§155, 201, 218 and 225).



(c) Compliance With State and Local Laws and Regulations: During the execution and implementation of this Agreement, CENTER shall comply with all applicable State and local laws, regulations and ordinances, including, but not limited to the following:

(1) Chapter 112, Part III, Florida Statutes - "Code of Ethics for Public Officers and Employees". CENTER shall not engage in any actions under this Agreement that would create a conflict of interest for itself or involving any of its employees pursuant to Section 112.312(15), Florida Statutes.

(2) Chapter 119, Florida Statutes - Public Records.

(3) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY

personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by the COUNTY.

(4) CENTER shall comply with the "Local Relocation and Antidisplacement Policy" (the "Policy") as adopted by the COUNTY. Should CENTER's performance during this Agreement necessitate, as determined by applicable Federal regulations, compliance with the Uniform Relocation Assistance and Real Property Act (the "Act"), CENTER shall immediately notify COUNTY accordingly. Upon such notification, COUNTY shall implement and administer all requirements of the Policy and the Act pursuant to this Agreement. The parties agree that should the aforementioned occur, COUNTY shall use funds budgeted in Exhibit "B" to pay for relocation and displacement costs required hereunder.

Section 7. Project Publicity. Any news release, Project sign, or other type of publicity pertaining to the Project described herein shall recognize the Board of County Commissioners as the recipient of CDBG funding from HUD and provider of said funds to CENTER.

Section 8. Management Assistance. The CS Administrator shall be available to CENTER to provide guidance on HUD requirements.

Section 9. Reporting Requirements. CENTER shall fully complete and provide to the CS Administrator a monthly report, attached hereto and incorporated herein as Exhibit "D", summarizing the activities and progress of the Project under construction and all bid information and construction summaries. CENTER shall provide the monthly reports as part of the financial reimbursement process no later than the 15th day of each month. Failure by CENTER to submit a monthly report shall allow

the COUNTY to withhold payment on pending and future requests for payment submitted by CENTER until the required monthly report is submitted as mandated herein. The COUNTY shall have access to, and be provided copies and transcripts of, any records necessary in the sole determination of the COUNTY or HUD to accomplish this obligation.

Section 10. Maintenance of Records.

(a) CENTER shall maintain all records required by Federal, State and local laws, rules and regulations for a period of no less than five (5) years from the date of the final Project audit or such longer period as may be required by Federal or State law. This requirement shall include:

(1) All accounts, property and personnel records, as deemed necessary by the COUNTY to ensure proper accounting of all project funds and compliance with this Agreement.



(2) Financial records regarding the following:

(A) invoices, receipts and cancelled checks of all items purchased by CENTER pursuant to this Agreement;

(B) bills and invoices for all services purchased by CENTER pursuant to this Agreement;


(C) force account construction including the records indicating name, position, number of hours and total labor costs; and

(D) all capital expenditures in excess of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00), including a description, model, serial number, and date and cost of acquisition.

(b) CENTER shall perform or cause to be performed an annual audit and provide copies of such audits to the CS Administrator within thirty (30) days of its completion. If CENTER receives more than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) from all Federal sources in any fiscal year, such audit shall comply with OMB Circular A-133 and be provided to the CS Administrator in a timely manner.

(c) All records and contracts, of whatsoever type or nature, required by this Agreement shall be available for audit, inspection and copying in accordance with Chapter 119, Florida Statutes. The COUNTY shall have the right to obtain and inspect any audit or other documents pertaining to the performance of this Agreement made by any Federal, State or local agency.

Section 11. Subcontracts, Subcontractors and Performance Bonds.


(a) All contracts made by  CENTER to perform the activities described in Exhibit "A" shall comply with all applicable laws, rules and regulations set forth in this Agreement. Only subcontracts for work or services as set forth in Exhibit "A" are authorized by this Agreement. Any further work or services which CENTER wishes to subcontract must be approved in writing by the CS Administrator and may not exceed the financial restraints forth in Section 5 and Exhibit "B" of this Agreement.

(b) CENTER shall remain fully responsible for the adequacy of goods and services rendered by subcontractors, vendors or other professional associates. All subcontractors or other outside professionals retained by CENTER shall be pre-approved by COUNTY before

CENTER enters into any contract with such outside subcontractors or vendors. CENTER shall provide COUNTY a copy of the proposed subcontract(s) at the time approval is sought. Approval or disapproval shall be in writing and signed by the CS Administrator. CENTER shall also be fully responsible for the prompt payment of such vendors, contractors and subcontractors and for prompt removal of any liens that may be filed by such persons. All subcontractors and other vendors utilized by CENTER shall be properly licensed and insured. Proof of such insurance shall be supplied in connection with any request for COUNTY approval of subcontractors.

(c) All contractors and subcontractors hired or retained by CENTER shall be required to post a performance bond at least equal to the dollar value of the contracted goods and services comprising the Project. For the duration of the term hereof, CENTER shall furnish COUNTY with a copy of the subject performance bond(s) in the required amounts. To the extent any special increase in Project costs is approved by COUNTY, said bond shall be increased accordingly before any such additional work commences. The performance bond shall be effective no later than the date CENTER enters into a binding agreement for the contracted goods and services and before the commencement of any work under those contracts. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY. Said bond(s) shall insure that the time of delivery of the goods and services is satisfactorily met, that the work performed and equipment or materials supplied meet all specifications and that all

warranties shall be honored. If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory or if for any reason the performance bond ceases to be adequate to cover the performance and payments of the work, CENTER shall, at its own expense, if necessary and within fifteen (15) days after receipt of notice from COUNTY to do so, furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

Section 12. Liability to Third Parties. Except for any payment specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity or corporation in connection with the services CENTER has agreed to perform hereunder, or for debts or claims accruing to such parties against CENTER. This Agreement shall not create a contractual relationship, either  express or implied, between COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods or materials to CENTER as a result of this Agreement, including the contractors, subcontractors and vendors who may from time to time be employed or retained by CENTER.

Section 13. Indemnification.

(a) Subject to paragraph 13(c) below, CENTER shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the following: loss of any monies paid to CENTER or whomsoever, resulting out of CENTER's fraud, defalcation, dishonesty, or failure of CENTER to comply with applicable laws or

regulations; any act or omission of CENTER in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the insurance required hereunder or by any defect in the construction of the Project; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of this Agreement, or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to CENTER by registered or certified mail addressed to CENTER at the address provided hereinafter. Upon receiving such notice, CENTER, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent the issuance of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in CENTER's defense of any such action, suit or proceeding.

(c) The provisions of Section 768.28, Florida Statutes, shall govern all matters of tort liability and limitations on damages as to COUNTY and nothing in this Agreement shall be construed as a waiver of the sovereign immunity or of the limits on damages beyond the amount expressed in said Statute, anything else in this section or elsewhere in this Agreement to the contrary notwithstanding.

Section 14. Insurance. CENTER shall ensure that its insurance coverage or legally sufficient self-insurance program, and the insurance coverage of its contracted agents, conforms to and complies with all

applicable Federal, State and local regulations and is adequate and sufficient to insure all activities performed pursuant to this Agreement against property damage or loss, human injury and other casualty.

Section 15. Non-Assignability. Neither party shall assign this Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 16. Program Income. In the event that any program income as defined in 24 CFR 570.500(a) is received by CENTER as a direct result of the investment of any COUNTY funds awarded under this Agreement during or after the term of this Agreement, CENTER shall immediately render such program income to the COUNTY for proper accounting in the CDBG fund in accordance with 24 CFR §§ 570.503(b)(3) and 570.504.

Section 17. Non-Expendable Property. Any non-expendable personal property acquired by CENTER through funds issued by the COUNTY pursuant to this Agreement shall be subject to all Federal, State and local regulations, including, but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any such property shall be made available to the COUNTY and HUD in accordance with such regulations.

Section 18. Reversion of Assets. Upon expiration of this Agreement, CENTER shall immediately transfer to the COUNTY any remaining HUD funds and any accounts receivable attributable to the use of CDBG funds distributed pursuant to this Agreement. The distribution of any real property controlled by CENTER and acquired or improved in whole or in part after receiving the express approval of the COUNTY, with HUD

funds in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) shall be governed by 24 CFR Sections 570.503(7) and 24 CFR 85.31 and if such property is sold to another party, the provisions of 24 CFR 570.504(4) and (5) and 24 CFR 570.505(c) shall also apply with respect to income derived therefrom.

Section 19. Suspension and Termination. This Agreement may be terminated by COUNTY for reasons of cause and enforcement or convenience in accordance with 24 CFR Sections 85.43 and 85.44. Notice thereof shall be provided pursuant to this Agreement.

Section 20. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement, including particularly, the timely performance and completion of the Project by the date specified in Section 4 hereof shall constitute a breach of this Agreement.

Section 21. Enforcement of Agreement and Remedies. Upon determination that a breach has occurred, which may include a post Project completion determination of fraud or misappropriation of funds, the COUNTY reserves all legal and equitable rights and remedies to enforce this Agreement and/or recover any monies paid to CENTER pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

- (a) immediately terminate this Agreement, with or without notice;
- (b) reallocate the remaining uncommitted funds toward another HUD program or toward the COUNTY's trust fund;
- (c) withhold issuance of any further funds, regardless of whether such funds have been encumbered by CENTER;

(d) demand CENTER immediately repay any monies expended in accordance with this Agreement;

(e) require specific performance of this Agreement;

(f) demand payment and/or performance from the surety, if applicable; and/or

(g) impose a lien upon any and all of CENTER's real or personal property. To create such a lien, the COUNTY shall send a letter to CENTER demanding refund of any monies expended to CENTER pursuant to this Agreement. Said letter shall be recorded in the Public Records of Seminole County and thereafter shall constitute a lien upon CENTER's real and personal property.

Section 22. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CENTER agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set

forth in subsection (a) above of which CENTER had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise best efforts to resolve disputes through mediation. Mediator selection and the procedures to be employed in such mediation shall be mutually acceptable to the parties. Costs of mediation shall be shared equally among the parties participating in the process.

Section 23. Certification Regarding Lobbying. CENTER hereby certifies that to the best of its knowledge and belief:

(a) no Federally appropriated funds have been paid or will be paid by or on behalf of CENTER to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(b) if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, CENTER shall complete and

submit a "Disclosure of Lobbying Activities" (standard form SF-LLL) or its equivalent as approved by the United States Office of Management and Budget.

Section 24. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CS Administrator
Seminole County Community Services Department
534 W. Lake Mary Blvd.
Sanford, Florida 32771

For CENTER:

President
Central Florida Family Health Center, Inc.
2400 State Road 415
Sanford, FL 32771

Either of the parties may  change, by written notice, the address or person for receipt of notice.

Section 25. Entire Agreement, Effect on Prior Agreement. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements, if any, between the parties relating to the subject matter of this Agreement.

Section 26. Amendment. This Agreement may be amended from time to time by mutual agreement of the parties by adoption and execution of a written instrument of equal dignity herewith. The foregoing notwithstanding, a change in the parties designated for notice pursuant to Section 24 hereof may be made by written notice sent via U.S. Mail to

the other party and without the need for formal amendment to this Agreement.

Section 27. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid by a court of competent jurisdiction, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way effect the validity of the remaining covenants or provisions of this Agreement.

Section 28. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 29. Conditions Precedent. Each party represents to the other that it and its governing officials have done all things necessary as conditions precedent to the entry into this Agreement and that the persons whose signatures appear below have full legal CENTER to execute this instrument and bind their respective parties.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

ATTEST:

FAMILY HEALTH CENTER OF
CENTRAL FLORIDA, INC.

Print Name and Title

By: _____

GRAYLAN L. LUPTON, CEO

Print Name and Title

CORPORATE SEAL

Date: _____

OCTOBER 6, 2009

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____

BOB DALLARI, Chairman



Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200__, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

1. Exhibit "A"- Scope of Services
2. Exhibit "B"- Project Budget
3. Exhibit "C"- Request for Payment Form
4. Exhibit "D"- Monthly Report Form
5. Exhibit "E"- End of Year Report Form

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EXHIBIT A

SCOPE OF SERVICES

CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.

CDBG PROGRAM YEAR 2009-2010

Capitalized words and terms herein shall have the same meanings as ascribed to them in the attached Agreement.

CENTER shall provide for the professional design, engineering, equipment procurement, construction and installation services for the retrofitting of an examination room into a shielded x-ray room in CENTER's clinic located at 2400 State Road 415, Sanford, Florida. More specifically, CENTER will install a newly acquired an x-ray machine into a room which must be retrofitted for its accommodation to include lead lined walls.

The Project shall be implemented according to the cost estimates, plans, drawings, and specifications prepared by CENTER'S architects, engineers, and professional contractors, all of which shall be filed with and approved by COUNTY and as may be necessary by other state or federal government agencies.



The completed Project shall be used only in connection with providing primary health care services to persons of Low Income and for no other purpose.

TASK ONE: DOCUMENTS AND BID PROCESS

(a) CENTER, where applicable, shall have construction drawings and plans reviewed and approved by the reviewing authorities for Seminole County and the State of Florida.

(b) CENTER shall apply for and submit copies of all issued building permits and other required permits to COUNTY.

(c) CENTER shall prepare all documents required for bidding. The documents shall be submitted to COUNTY for review and approval prior to bidding. COUNTY shall review the documents and incorporate terms and conditions as required by COUNTY or by federal requirements.

(d) CENTER shall comply with the requirements of 24 CFR Part 84.44 and OMB Circular A-110 SUBPART C .40-.48 both of which define "Procurement".

TASK TWO: BID RESPONSE REVIEW

Following the close of the bidding period, COUNTY and CENTER shall jointly review the bids received. After review, CENTER shall verify contractor qualifications, and COUNTY shall verify that the apparent low and successful bidder is not suspended or debarred from doing business under federally funded contracts.

TASK THREE: CONTRACTOR SELECTION

CENTER shall select, with COUNTY acting in an advisory capacity, the contractors to be awarded the Project construction and installation contract(s). CENTER shall prepare and negotiate the contracts with the contractors and monitor the performance to meet certain requirements, such as, but not limited to, appropriate professional licensing, proper insurance coverage, certificates, performance bonds and permits.

TASK FOUR: PRE-CONSTRUCTION CONFERENCE

CENTER and COUNTY shall hold a joint pre-construction conference at the CENTRAL FLORIDA FAMILY HEALTH CENTER with the contractor, subcontractors, utility company representatives (if applicable), and other construction involved entities for the purpose of:

1. Identifying the project managers;
2. Discussing the plans and specifications;
3. Discussing construction procedures and establishing a construction schedule;
4. Answering any questions prior to construction; and
5. Discussing Federal requirements and regulations (COUNTY staff shall present this information.)

TASK FIVE: PROJECT MONITORING & PROGRESS REPORTS

CENTER shall provide a Project manager to monitor the activities and who shall be responsible for responding to all requests by COUNTY including particularly the Monthly Reports (attached hereto as EXHIBIT D) to COUNTY by the fifteenth (15th) day of every month.

TASK SIX: PAYMENT

CENTER shall receive reimbursement funding from COUNTY in accordance with Section 5 of the Agreement.

EXHIBIT B

PROJECT BUDGET

CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.

CDBG 2009-2010

Activity	Budget
Payment of CDBG Funds to the Central Florida Family Health Center, Inc. for the procurement and installation of an x-ray machine along with required retrofitting of space into a lead shielded exam room located at CENTER's primary care facility located at 2400 State Road 415, Sanford, Florida. TOTAL CDBG 2009-2010	 \$60,000.00*
Required leveraged funds or in kind services to be provided to Project.	\$15,000.00**
Total project Budget	<u>\$75,000.00</u>

*To the extent the Project costs total less than the amount of CDBG Program funding allocated or CENTER's failure to complete the Project by December 1, 2010, COUNTY reserves the right to reallocate such excess or unused and remaining funds to other approved CDBG Program eligible projects. COUNTY shall not be obligated to honor any reimbursement requests submitted after December 1, 2010, unless County Approval has been granted for a one month extension pursuant to section 5(f) of the Agreement.

**As a further condition of receiving the CDBG funds in the amount described above, CENTER will invest at least \$15,000.00 of its own general revenue funds (leverage). The leveraged amount of \$15,000.00 must be invested by no later than November 1, 2010 or at least one month before the final payment or reimbursement request submitted to COUNTY, allowing sufficient time for Project completion and COUNTY's determination of compliance with the Agreement.

EXHIBIT C

**REQUEST FOR PAYMENT
CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.
CDBG PROGRAM YEAR 2009-2010**

Description of Project: Professional design, construction, equipment procurement and installation services for an x-ray room retrofit at CENTER's primary health care facility at 2400 State Road 415, Sanford, Florida.

Original Approved CDBG Budget: \$60,000.00

Amount Requested: _____

Cumulative Prior Requests: _____

**Combined Total of Present
and Prior Requests:** _____

Remaining CDBG Budget Allocation: _____

Leveraged funds required per Agreement: \$15,000.00

Leveraged funds expended to date hereof: _____



**Description of completed
Project tasks for which current payment is sought:** _____

Date of Completion of Listed Tasks: _____

**Documentation supporting
This request for payment:** _____

Date of this Request: _____

**Name and Title of person
submitting this request:** _____

EXHIBIT D

THE CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.

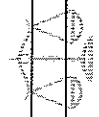
MONTHLY REPORT

Status Report for Month of _____

SUBRECIPIENT INFORMATION

Mailing Address: _____ Contact Person: _____
Telephone: _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:



III. BUDGET STATUS

ACTIVITY	(A) ORIGINAL CDBG BUDGET AMOUNT	(B) EXPENSES PAID THIS MONTH	(C) TOTAL EXPENSES PAID TO DATE	(D) OUTSTANDING OBLIGATIONS	(A minus C) BUDGET BALANCE
X-Ray Room Retrofit	\$60,000.00				
TOTAL	\$60,000.00				

Any other special accomplishments:

Signed: _____

EXHIBIT E
END OF YEAR REPORT

NAME OF ORGANIZATION: CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.

FISCAL YEAR: _____

Type of Service provided: Health Facilities for Low Income Persons

HUD IDIS Matrix Code: 03 Public Facilities and Improvements (General 570.201(c))

Total number of people who now have improved and increased access to this service or benefit _____

Objective: Suitable Living Environment

Outcome: Sustainability

White	Black/ African American	Asian	American Indian/Alaskan Native	Native Hawaiian/ Other Pacific Islander	American Indian/Alaskan Native & White/ Hispanic	Asian & White/ Hispanic	Black/African American & White or Hispanic/ Hispanic/	American Indian/Alaskan Native & Black African/ Hispanic	Other Multi-racial	Female Head of Household

Any other special accomplishments:

Signed: _____

**SEMINOLE COUNTY/RESCUE OUTREACH MISSION, INC.
ESG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2009-2010**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **RESCUE OUTREACH MISSION, INC.**, a Florida non-profit corporation, whose mailing address is 1701 W. 13th Street, Sanford, Florida 32771, hereinafter referred to as "RESCUE".

W I T N E S S E T H:

WHEREAS, COUNTY has made application and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing regulations set forth in Title 24 Code of Federal Regulations (CFR) Part 576, relating to the Emergency Shelter Grants ("ESG") Program; and

WHEREAS, RESCUE shall operate an emergency shelter for homeless citizens of Seminole County; and

WHEREAS, COUNTY finds that the provision of access to shelter housing and the provision of the facilities and services described herein will provide an improved sustainability and quality of life for homeless persons in Seminole County and will serve an essential public purpose; and

WHEREAS, COUNTY has allocated SIXTY-ONE THOUSAND AND NO/100 DOLLARS (\$61,000.00) of HUD Emergency Shelter Grant funds for such services provided by RESCUE; and

WHEREAS, RESCUE has agreed to financially match all funds provided by HUD through COUNTY pursuant to this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS. The above recitals are true and form a material part of the agreement upon which the parties have relied.

SECTION 2. DEFINITIONS.

(a) "CS Administrator" means the Community Services Director or the Community Assistance Division Manager.

(b) "County Approval" means written approval by the CS Administrator or the Board of County Commissioners as necessary.

(c) "Community Services  Department" means COUNTY's Community Services Department acting through the CS Administrator.

(d) "ESG" means Emergency Shelter Grants Program.


SECTION 3. STATEMENT OF WORK. RESCUE, in a manner satisfactory to COUNTY, shall perform all services described in the Scope of Services, attached hereto as Exhibit "A", and the Project Budget, attached hereto as Exhibit "B", both such Exhibits being incorporated herein by reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of RESCUE.

SECTION 4. TERM. This Agreement shall be deemed effective October 1, 2009, regardless of the date of its execution by both parties. Funds appropriated by COUNTY under this Agreement may be expended by RESCUE for

the specified services incurred on or after October 1, 2009. RESCUE shall complete all services required and expend all funds appropriated by this Agreement on or before September 30, 2010. This Agreement shall remain in effect until October 31, 2010.

SECTION 5. PAYMENTS.


(a) COUNTY shall reimburse RESCUE for fifty percent (50%) of the funds RESCUE paid for operating and maintenance expenses described in Exhibit "A" hereto in order for RESCUE to meet the ESG Match requirement as reflected in Exhibit "C", Request for Payment, attached hereto, and incorporated herein by reference.

(b) COUNTY has allocated SIXTY-ONE THOUSAND AND NO/100 DOLLARS (\$61,000.00) of ESG funds for completion of this Agreement. COUNTY will reimburse RESCUE for the operating and maintenance services authorized under this Agreement up to but  not exceeding SIXTY-ONE THOUSAND AND NO/100 DOLLARS (\$61,000.00). In the event that RESCUE does not require the full amount of SIXTY-ONE THOUSAND AND NO/100 DOLLARS (\$61,000.00), the CS Administrator reserves the right to reallocate such funds to other ESG activities.

(c) In no event shall COUNTY reimburse RESCUE until all goods and services rendered are invoiced and approved in writing by the Administrative Director of RESCUE and the CS Administrator.

(d) In order to process payment requests, RESCUE shall submit to COUNTY a Request for Payment form signed by RESCUE's Executive Director. Copies of acceptable documentation demonstrating incurrence of each expense must be submitted with the Request for Payment.

(e) Upon receipt of the documentation listed above, COUNTY shall initiate reimbursement to RESCUE. COUNTY reserves the right to verify, by site inspection when necessary, that all goods and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if RESCUE and its service providers have performed services in full compliance with all ESG requirements and properly invoiced the request for payment, payment shall be rendered by COUNTY within thirty (30) days of its receipt of the complete payment request.

(f) On or before October 15, 2010, RESCUE shall render a final and complete statement to COUNTY of all costs for goods and services not previously invoiced. COUNTY shall not be obligated to pay any charges, claims, or demands of RESCUE for ESG services incurred after September 30, 2010 and not properly invoiced  and received by COUNTY by October 15, 2010.

(g) Any goods or services not allotted in Exhibit "A", or not undertaken in compliance with this Agreement, will only be paid by COUNTY if the CS Administrator has issued prior written County Approval of such goods or services.

(h) RESCUE must demonstrate dollar-per-dollar matching of HUD funds distributed by COUNTY which may be in the form of dollars, professional services, or in-kind services. RESCUE shall, as soon as practicable after the execution of this Agreement, and no less frequently than monthly thereafter during the term of this Agreement, provide adequate documentation to COUNTY of the matching funds or in-kind services obtained. Such information shall be included in the

information supplied with the Request for Payment form. The matching funds requirement shall be deemed satisfied by virtue of COUNTY's payment of the total expenditures incurred by RESCUE up to the limits set in Exhibit "B" to this Agreement. Nothing in this Section shall be interpreted as requiring COUNTY to expend more than the total amount of ESG funding described in Section 5 of this Agreement.

Failure to obtain such matching funds or in-kind services may, at the option of COUNTY, be declared a breach of this Agreement and result in the denial of payment of ESG funds beyond the amounts for which matching funds are available.

(i) RESCUE shall not be paid for any acquisition, purchase, donation, or receipt of any interest in real property or benefits by a real property owner of any real property under this Agreement. Utilization of ESG Funds provided by COUNTY for the acquisition of any interest in real property shall be a breach of this Agreement and, at the sole option of COUNTY, may result in termination of this Agreement and initiation of remedial action in accordance with Section 21 hereof.

SECTION 6. COMPLIANCE WITH FEDERAL REGULATIONS.

(a) RESCUE shall comply with all Federal, State and local laws and regulations in its performance of this Agreement. It is understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(1) 42 USC §§ 11371-11378-Title IV, Subtitle B of the Stewart B. McKinney Homeless Assistance Act.

(2) Title 24, Code of Federal Regulations, Part 576 including particularly the following sections:

- (a) 24 CFR § 576.1-Applicability and Purpose;
- (b) 24 CFR § 576.21-Eligible Activities;
- (c) 24 CFR § 576.23-Faith-Based Activities;
- (d) 24 CFR § 576.51-Matching Funds;
- (e) 24 CFR § 576.53-Use As an Emergency Shelter;
- (f) 24 CFR § 576.55-Building Standards;
- (g) 24 CFR § 576.56-Homeless Assistance and

Participation;

- (h) 24 CFR § 576.57-Other Federal Requirements;
- (i) 24 CFR § 576.59-Relocation and Acquisition;
- (j) 24 CFR § 576.65-Recordkeeping.

(3) Public Law 90-285, "1968 Civil Rights Act of 1968".

(4) Public Law 90-448, "Housing and Urban Development Act of 1968".

(5) 42 USC Chapter 51, "Design and Construction of Public Buildings to Accommodate Physically Handicapped".

(6) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations".

(7) Office of Management and Budget Circular No. A-122, "Cost Principals for Non-Profit Organizations".

(c) RESCUE shall not assume COUNTY's environmental responsibilities, as described in 24 CFR Sec. 576.57(e) "Environmental

Review Responsibilities", or COUNTY's responsibility to initiate an environmental review process. However, if applicable, RESCUE is not exempt from performing a Phase I environmental or site-specific environmental review in accordance with State and local regulations. RESCUE shall be fully liable for any environmental pollution that it may cause or may have caused pursuant to any activities funded by this Agreement.

SECTION 7. PROJECT PUBLICITY. Any news release, project sign, or other type of publicity pertaining to the funding assistance described herein shall recognize the Seminole County Board of County Commissioners as the recipient of funding by HUD and as providing ESG funds to RESCUE.

SECTION 8. MANAGEMENT ASSISTANCE.

(a) The CS Administrator shall be available to RESCUE to provide guidance on HUD requirements. 

(b) In the event that RESCUE does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to RESCUE advising RESCUE that it is in default of this Agreement and the pending consequences thereof. Nothing set forth herein however, shall prohibit COUNTY from taking any action prior to such dates to enforce the terms of this Agreement.

SECTION 9. MAINTENANCE OF RECORDS.

(a) RESCUE shall maintain all records required by Federal, State and local laws, rules and regulations for a period of no less than five (5) years from the date of the final audit covering the period for which ESG funding assistance was rendered under this Agreement. This requirement shall include:

(1) All accounts, property, and personnel records as deemed necessary by COUNTY to ensure proper accounting of all project funds and compliance with this Agreement.

(2) Financial records regarding the following:

(A) invoices, receipts, and cancelled checks of all items purchased by RESCUE pursuant to this Agreement;

(B) bills and invoices for all services purchased by RESCUE pursuant to this Agreement;

(C) force account construction including the records indicating RESCUE position, number of hours, and total labor costs.

(D) all capital expenditures in excess of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00), including a description, model, serial number, date, and cost of acquisition.

(b) RESCUE shall perform ~~or cause to be performed~~ an annual audit and provide copies of such audits to the CS Administrator within thirty (30) days of its completion. If RESCUE receives more than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) of federal funds from all sources in any fiscal year, said audit shall comply with the requirements of OMB Circular A-133.

(c) All records and contracts, of whatsoever type or nature, required by this Agreement shall be available for audit, inspection, and copying in accordance with Chapter 119, Florida Statutes. COUNTY shall have the right to obtain and inspect any audit or other documents pertaining to the performance of this Agreement made by any Federal, State, or local agency.

(d) RESCUE shall complete and provide to the CS Administrator a monthly report on the Monthly Report form attached hereto as Exhibit D. Such reports shall be due no later than the fifteenth (15th) day of each succeeding month, commencing on the date of execution of this Agreement and concluding upon the completion of all services described in Exhibit A.

(e) RESCUE shall submit to COUNTY an End of Year Report attached hereto as Exhibit "E".


(f) RESCUE shall also submit an end of the year report on the "Performance Measurement" form, attached hereto as Exhibit "F".

SECTION 10. LIABILITY. Except for any payment specifically set forth herein, COUNTY shall not be liable to any person, firm, entity, or corporation in connection with the services RESCUE has agreed to perform hereunder, or for debts or claims accruing to such parties against RESCUE. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to RESCUE as a result of this Agreement, including the contractors, subcontractors, and vendors who may from time to time be employed by RESCUE.

SECTION 11. SUBCONTRACTS. All contracts made by RESCUE to perform the activities described in Exhibit "A" shall comply with all applicable laws, rules, and regulations set forth in this Agreement. Only subcontracts for work or services as set forth in Exhibit "A" are authorized by this Agreement. Any further work or services which RESCUE wishes to subcontract must be approved in writing by the CS

Administrator and may not exceed the financial restraints set forth in Section 5 of this Agreement.

SECTION 12. INDEMNIFICATION.

(a) RESCUE shall hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur, or be required to pay by reason of the following: loss of any monies paid to RESCUE or whomsoever resulting out of RESCUE's fraud, defalcation, dishonesty, tortuous conduct, or failure of RESCUE to comply with applicable laws or regulations; any act or omission of RESCUE in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the insurance required hereunder or by any defect in any project or service rendered pursuant to this Agreement; or  as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit, or proceeding is brought against COUNTY upon any alleged liability arising out of this Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to RESCUE by registered or certified mail, addressed to RESCUE at the address provided hereinafter. Upon receiving such notice, RESCUE, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent the issuance of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in RESCUE's defense of any such action, suit, or proceeding.

(c) Nothing herein or in any other section of this Agreement shall be construed as a waiver of COUNTY's sovereign immunity and limitations on damages conferred by Section 768.28, Florida Statutes.

SECTION 13. INSURANCE. RESCUE shall ensure that its insurance coverage or self-insurance program, and the insurance coverage of its contracted agents, conforms to and complies with all applicable Federal, State, and local regulations and is adequate and sufficient to insure all activities performed pursuant to this Agreement against property damage or loss, human injury, and other casualty.

SECTION 14. NON-ASSIGNABILITY. Neither party shall assign this Agreement without the prior written consent of the other in a document of equal dignity herewith.

SECTION 15. HEADINGS AND CAPTIONS. All descriptive headings of paragraphs in this Agreement are  inserted for convenience only and shall not affect the construction or interpretation hereof.

SECTION 16. INCOME. In the event that any income is received by RESCUE as a direct result of the investment of any ESG funds awarded under this Agreement during or after the term of this Agreement, RESCUE shall immediately render such income to COUNTY.

SECTION 17. NON-EXPENDABLE PROPERTY. Any non-expendable personal property acquired by RESCUE through funds issued by COUNTY pursuant to this Agreement shall be subject to all Federal, State, and local regulations, including but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any such property shall be made available to COUNTY and HUD in accordance with the aforesaid provisions.

SECTION 18. REVERSION OF ASSETS. Upon expiration of this Agreement, RESCUE shall immediately transfer to COUNTY any remaining or unused ESG funds and any accounts receivable attributable to the use of ESG funds distributed pursuant to this Agreement.

SECTION 19. SUSPENSION AND TERMINATION. COUNTY may terminate this Agreement in accordance with the provisions of 24 CFR Section 85.43 for breach of this Agreement or for other legal cause. This Agreement may also be terminated for convenience in accordance with 24 CFR Section 85.44.

SECTION 20. BREACH. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.

SECTION 21. REMEDIES. Upon determination that a breach has occurred, COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to RESCUE pursuant to this Agreement. Specifically and additionally, COUNTY shall have the following available remedies:

- (a) Immediately terminate this Agreement, with or without notice;
- (b) Reallocate the remaining uncommitted funds toward other ESG activities;
- (c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by RESCUE;
- (d) Demand RESCUE immediately repay any monies expended in accordance with this Agreement;
- (e) Require specific performance of this Agreement;

(f) Demand payment and/or performance from the surety, if applicable; and/or

(g) Impose a lien upon any and all of RESCUE's real or personal property. To create such a lien, COUNTY shall send a letter to RESCUE demanding refund of any monies expended to RESCUE pursuant to this Agreement. Said letter shall be recorded in the public records of Seminole County and thereafter shall constitute a lien upon RESCUE's real and personal property.

(h) Initiate a lawsuit against RESCUE for any legal and equitable remedy available, including declaratory judgment and injunctive relief.

SECTION 22. CERTIFICATION REGARDING LOBBYING. RESCUE hereby certifies that to the best of its knowledge and belief:

(a) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, RESCUE shall complete and

submit a "Disclosure of Lobbying Activities" standard form as approved by the Office of Management and Budget.

(c) RESCUE further agrees that monies received from COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Florida legislature, the judicial branch or a State agency.

SECTION 23. NOTICE.

(a) Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CS Administrator
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Florida 32773

For RESCUE:

Executive Director
Rescue Outreach Mission, Inc.
1701 W. 13th Street
Sanford, Florida 32771



(b) Either of the parties may change, by written notice, the address or person for receipt of notice.

SECTION 24. EQUAL OPPORTUNITY EMPLOYMENT. RESCUE agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising;

layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 25. CONFLICT OF INTEREST.

(a) RESCUE agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, Title 24 of the Code of Federal Regulations, Part 576, 84 or 85 or any other local, State or Federal regulations.

(b) RESCUE hereby certifies that no officer, agent or employee of COUNTY has any material interest, as defined in Section 112.312(15), Florida Statutes, either directly or indirectly, in the business of RESCUE, and that no such person shall have any such interest at any time during the term of this Agreement.



(c) Pursuant to Section 220.115, Seminole County Code, no uses will be made of the funds derived hereunder that would result in ethical violations by any COUNTY employee. Violation of this provision will result in unilateral termination of this Agreement by the non-offending party.

SECTION 26. ENTIRE AGREEMENT, EFFECT ON PRIOR AGREEMENT. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements, if any, between the parties relating to the subject matter of this Agreement.

SECTION 27. SEVERABILITY. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express

provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

SECTION 28. CONDITIONS PRECEDENT. The parties hereto each represent to the other that they have done all things necessary as conditions precedent to the execution of this instrument and that the persons whose signatures appear below have the legal authority to execute same on behalf of their respective parties.

(Signature Pages Follow)



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

ATTEST:

Ronald K Egan Jr
Secretary

RESCUE OUTREACH MISSION, INC.

By:

Ernest J. Hamilton, Jr.
Executive Director

[CORPORATE SEAL]

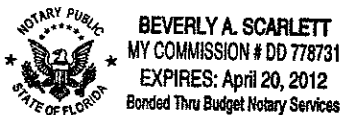
Date: 10/09/09

STATE OF FLORIDA]
COUNTY OF Seminole]

I HEREBY CERTIFY that, on this 9 day of October, 2009 before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Ernest J. Hamilton Jr. as Executive Director and Ronald Synan Jr. as Secretary of RESCUE OUTREACH MISSION, INC., a non-profit corporation organized under the laws of the State of Florida, [☒] who are personally known to me or [] who have produced _____ and _____, respectively, as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

[NOTARY STAMP]

Beverly A. Scarlett - 10/9/09
Notary Public in and for COUNTY
and State Aforementioned



(County Signature Page Follows)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

P:\Users\aschneider\HUD-CDBG\Victims' Rights Coalition - ESG SubAgr-2009-10 - Rescue Outreach.doc

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Project Budget
- Exhibit "C" - Request for Payment form
- Exhibit "D" - Monthly Report form
- Exhibit "E" - End of Year Report form
- Exhibit "F" - Performance Measurement form

EXHIBIT "A"

**SEMINOLE COUNTY/RESCUE OUTREACH MISSION, INC.
ESG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2009-2020**

SCOPE OF SERVICES

Generally:

RESCUE shall operate an emergency shelter facility for homeless residents of Seminole County. RESCUE shall provide lodging, food, and sanitary facilities to homeless persons. RESCUE shall use the funds allotted by this Agreement to fund operating costs and maintenance expenses for the shelter. Such costs may include, but are not limited to, the following:

1. Electricity,
2. Natural gas,
3. Water,
4. Food,
5. Insurance,
6. Telephone service, and
7. All Salaries. *



* NOTE: As per 24 CFR, subpart B - Eligible Activities 576.21(a)(3) include the following:

Payment for shelter maintenance, operation, rent, repairs, security, fuel, equipment, insurance, utilities, food, and furnishings. Not more than 10 percent (\$6,100.00) of the grant amount may be used for costs of staff.

EXHIBIT "B"

**SEMINOLE COUNTY/RESCUE OUTREACH MISSION, INC.
ESG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2009-2010**

PROJECT BUDGET

Reimbursement for the following: Operating and Maintenance Expenses

OPERATING AND MAINTENANCE EXPENSES	ESG FUNDS	MATCHING FUNDS
Shelter operating and maintenance expenses	\$61,000.00	\$61,000.00



EXHIBIT "C"

**SEMINOLE COUNTY/RESCUE OUTREACH MISSION, INC.
ESG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2009-2010**

REQUEST FOR PAYMENT

Subrecipient: Rescue Outreach Mission, Inc.

Name of Activity/Project: Homeless Shelter Operating & Maintenance Costs

Mailing Address: 1701 W. 13th Street, Sanford, Florida 32771

Contract Person: Earnest J. Hamilton, Jr., Executive Director

Payment Request Number: _____ Telephone Number: 407-321-8224 ext. 13
Reimbursement Request for the Month of: _____

Operating Expenses	(A) Operating Expense Original Budget Amount	(B) Previous Total Paid To-Date	(C) Payment Amount This Reimbursement Request	Source and Amount of Match used Toward This Reimbursement	(D) (D = B + C) Funds Paid to Date	(A Minus D) Remaining ESG Balance
Operating/Maintenance Expenses	\$61,000.00					
Shelter Aide Salary (if applicable) Can not exceed 10% of TOTAL GRANT AMOUNT (Optional)	(\$6,100.00)					
Total	\$61,000.00					

Attach a copy of all supporting documentation for this Request for Payment

Required Completion Date: September 30, 2010

Estimated Project Completion Date: _____

Submitted by (Print Name and Title): _____

Signature: _____

Date: _____

EXHIBIT "D"

SEMINOLE COUNTY/RESCUE OUTREACH MISSION, INC.
ESG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2009-2010

MONTHLY REPORT

Subrecipient: Rescue Outreach Mission, Inc.

Name of Activity/Project: Homeless Shelter Operating & Maintenance Costs

Mailing Address: 1701 W. 13th Street, Sanford, Florida 32771

Contract Person: Earnest J. Hamilton, Jr., Executive Director

Telephone Number: 407-321-8224 ext. 13

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:



BUDGET STATUS:

Activity	Estimated Budget	Expenses Paid this Month	Total Expenses Paid To Date	Outstanding Obligations	Budget Balance
Emergency Shelter Lodging and Food Costs	\$61,000.00				
TOTAL	\$61,000.00				

Any other special accomplishments:

Signature: _____

Date: _____

EXHIBIT "E"

SEMINOLE COUNTY/RESCUE OUTREACH MISSION, INC.
ESG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2009-2010

END OF YEAR REPORT

Type of service provided: Rescue - Homeless Assistance

HUD IDIS Matrix Code: 03T Operating Costs of Homeless/AIDS Patients Programs

Total number of people who now have improved and increased access to this service or benefit: _____

Objective: Suitable Living Environment

Outcome: Sustainability

White/ Hispanic	Black/ African American/ Hispanic	Asian/ Hispanic	American Indian/Alaskan Native/ Hispanic	Native Hawaiian/ Other Pacific Islander/ Hispanic	American Indian/Alaskan Native & White/ Hispanic	Asian & White/ Hispanic	Black/African American & White/ Hispanic	American Indian/Alaskan Native & Black African American/ Hispanic	Other Multi-racial/ Hispanic	Female Head of Household

Any other special accomplishments: _____

Signed: _____

Date: _____

EXHIBIT "F"

**SEMINOLE COUNTY/RESCUE OUTREACH MISSION, INC.
ESG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2009-2010**

PERFORMANCE MEASUREMENT

Project Title: Rescue - Homeless Assistance

Project Activity: Operating & Maintenance Costs, Furnishings & Fixtures

The numbers for the following questions should be based on the annual number of persons served.

EMERGENCY OR TRANSITIONAL SHELTERS

Residential:

ANNUAL NUMBER OF INDIVIDUAL HOUSEHOLDS (Singles):

Unaccompanied 18 and over	Male: _____	Female: _____	TOTAL _____
Unaccompanied under 18	Male: _____	Female: _____	TOTAL _____

ANNUAL NUMBER OF FAMILY HOUSEHOLDS WITH CHILDREN HEADED BY:

Single, 18 and over	Male: _____	Female: _____	TOTAL _____
Single, under 18	Male: _____	Female: _____	TOTAL _____
Two Parents, 18 and over			TOTAL _____
Two Parents, under 18			TOTAL _____
		(Above)	TOTALS _____

Annual number of households with no children	TOTAL _____
--	-------------

Annual number of Adults served	TOTAL _____
--------------------------------	-------------

Annual number of Residential persons served	TOTAL _____
---	-------------

Non-Residential Services:

Annual number of Adults and Children Served	TOTAL _____
---	-------------

List the number of persons for each subpopulation you served. If you served subpopulations that fit more than one category, you may place overlapping numbers (duplicate persons) on the appropriate lines.

Chronically Homeless Emergency Shelter, only: _____	
Severely Mentally Ill: _____	Persons with HIV/AIDS: _____
Chronic Substance Abuse: _____	Elderly: _____
Victims of Domestic Violence: _____	Veterans: _____
Persons with other Disabilities: _____	

Annual number served (persons housed) in:


Barracks _____	Single Room Occupancy _____
Group/Large House _____	Mobile Home/Trailer _____
Scattered Site Apartment _____	Hotel/Motel _____
Single Family Detached House _____	Other _____

TOTAL NUMBER OF PERSONS HOUSED _____

**SEMINOLE COUNTY/SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC.
ESG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2009-2010**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **SEMINOLE COUNTY VICTIMS' RIGHTS COALITION, INC. d/b/a SAFEHOUSE OF SEMINOLE**, a Florida non-profit corporation, whose mailing address is Post Office Box 471279, Lake Monroe, Florida 32747-1279, hereinafter referred to as "SAFEHOUSE".

W I T N E S S E T H:

WHEREAS, COUNTY has made application and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Title I, Housing and Community Development Act of  1974, as amended, and implementing regulations set forth in Title 24 Code of Federal Regulations (CFR) Part 576, relating to the Emergency Shelter Grants ("ESG") Program; and

WHEREAS, SAFEHOUSE shall operate an emergency shelter for homeless citizens of Seminole County; and

WHEREAS, COUNTY finds that the provision of access to shelter housing and the provision of the facilities and services described herein will provide an improved sustainability and quality of life for homeless persons in Seminole County and will serve an essential public purpose; and

WHEREAS, COUNTY has allocated THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$32,000.00) of HUD Emergency Shelter Grant funds for such services provided by SAFEHOUSE; and

WHEREAS, SAFEHOUSE has agreed to financially match all funds provided by HUD through COUNTY pursuant to this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS. The above recitals are true and form a material part of the agreement upon which the parties have relied.

SECTION 2. DEFINITIONS.

(a) "CS Administrator" means the Community Services Director or the Community Assistance Division Manager.

(b) "County Approval" means written approval by the CS Administrator or the Board of County Commissioners as necessary.

(c) "Community Services  Department" means COUNTY's Community Services Department acting through the CS Administrator.

(d) "ESG" means Emergency Shelter Grants Program.


SECTION 3. STATEMENT OF WORK. SAFEHOUSE, in a manner satisfactory to COUNTY, shall perform all services described in the Scope of Services, attached hereto as Exhibit "A", and the Project Budget, attached hereto as Exhibit "B", both such Exhibits being incorporated herein by reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of SAFEHOUSE.

SECTION 4. TERM. This Agreement shall be deemed effective October 1, 2009, regardless of the date of its execution by both parties. Funds appropriated by COUNTY under this Agreement may be expended by SAFEHOUSE

for the specified services incurred on or after October 1, 2009. SAFEHOUSE shall complete all services required and expend all funds appropriated by this Agreement on or before September 30, 2010. This Agreement shall remain in effect until October 31, 2010.

SECTION 5. PAYMENTS.


(a) COUNTY shall reimburse SAFEHOUSE for fifty percent (50%) of the funds SAFEHOUSE paid for operating and maintenance expenses described in Exhibit "A" hereto in order for SAFEHOUSE to meet the ESG Match requirement as reflected in Exhibit "C", Request for Payment, attached hereto, and incorporated herein by reference.

(b) COUNTY has allocated THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$32,000.00) of ESG funds for completion of this Agreement. COUNTY will reimburse SAFEHOUSE for the operating and maintenance services authorized under this Agreement  up to but not exceeding THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$32,000.00). In the event that SAFEHOUSE does not require the full amount of THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$32,000.00), the CS Administrator reserves the right to reallocate such funds to other ESG activities.

(c) In no event shall COUNTY reimburse SAFEHOUSE until all goods and services rendered are invoiced and approved in writing by the Administrative Director of SAFEHOUSE and the CS Administrator.

(d) In order to process payment requests, SAFEHOUSE shall submit to COUNTY a Request for Payment form signed by SAFEHOUSE's Executive Director. Copies of acceptable documentation demonstrating incurrence of each expense must be submitted with the Request for Payment.

(e) Upon receipt of the documentation listed above, COUNTY shall initiate reimbursement to SAFEHOUSE. COUNTY reserves the right to verify, by site inspection when necessary, that all goods and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if SAFEHOUSE and its service providers have performed services in full compliance with all ESG requirements and properly invoiced the request for payment, payment shall be rendered by COUNTY within thirty (30) days of its receipt of the complete payment request.

(f) On or before October 15, 2010, SAFEHOUSE shall render a final and complete statement to COUNTY of all costs for goods and services not previously invoiced. COUNTY shall not be obligated to pay any charges, claims, or demands of SAFEHOUSE for ESG services incurred after September 30, 2010 and not properly invoiced and received by COUNTY by October 15, 2010.

(g) Any goods or services not allotted in Exhibit "A", or not undertaken in compliance with this Agreement, will only be paid by COUNTY if the CS Administrator has issued prior written County Approval of such goods or services.

(h) SAFEHOUSE must demonstrate dollar-per-dollar matching of HUD funds distributed by COUNTY which may be in the form of dollars, professional services, or in-kind services. SAFEHOUSE shall, as soon as practicable after the execution of this Agreement, and no less frequently than monthly thereafter during the term of this Agreement, provide adequate documentation to COUNTY of the matching funds or in-kind services obtained. Such information shall be included in the

information supplied with the Request for Payment form. The matching funds requirement shall be deemed satisfied by virtue of COUNTY's payment of the total expenditures incurred by SAFEHOUSE up to the limits set in Exhibit "B" to this Agreement. Nothing in this Section shall be interpreted as requiring COUNTY to expend more than the total amount of ESG funding described in Section 5 of this Agreement.

Failure to obtain such matching funds or in-kind services may, at the option of COUNTY, be declared a breach of this Agreement and result in the denial of payment of ESG funds beyond the amounts for which matching funds are available.

(i) SAFEHOUSE shall not be paid for any acquisition, purchase, donation, or receipt of any interest in real property or benefits by a real property owner of any real property under this Agreement. Utilization of ESG Funds provided by COUNTY for the acquisition of any interest in real property shall be a breach of this Agreement and, at the sole option of COUNTY, may result in termination of this Agreement and initiation of remedial action in accordance with Section 21 hereof.

SECTION 6. COMPLIANCE WITH FEDERAL REGULATIONS.

(a) SAFEHOUSE shall comply with all Federal, State and local laws and regulations in its performance of this Agreement. It is understood that the following are laws and regulations which will directly govern implementation of this Agreement:


(1) 42 USC §§ 11371-11378-Title IV, Subtitle B of the Stewart B. McKinney Homeless Assistance Act.

(2) Title 24, Code of Federal Regulations, Part 576 including particularly the following sections:

- (a) 24 CFR § 576.1-Applicability and Purpose;
- (b) 24 CFR § 576.21-Eligible Activities;
- (c) 24 CFR § 576.23-Faith-Based Activities;
- (d) 24 CFR § 576.51-Matching Funds;
- (e) 24 CFR § 576.53-Use As an Emergency Shelter;
- (f) 24 CFR § 576.55-Building Standards;
- (g) 24 CFR § 576.56-Homeless Assistance and

Participation;

- (h) 24 CFR § 576.57-Other Federal Requirements;
- (i) 24 CFR § 576.59-Relocation and Acquisition;
- (j) 24 CFR § 576.65-Recordkeeping.

(3) Public Law 90-285,  "1968 Civil Rights Act of 1968".

(4) Public Law 90-448, "Housing and Urban Development Act of 1968".

(5) 42 USC Chapter 51, "Design and Construction of Public Buildings to Accommodate Physically Handicapped".

(6) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations".

(7) Office of Management and Budget Circular No. A-122, "Cost Principals for Non-Profit Organizations".

(c) SAFEHOUSE shall not assume COUNTY's environmental responsibilities, as described in 24 CFR Sec. 576.57(e) "Environmental

Review Responsibilities", or COUNTY's responsibility to initiate an environmental review process. However, if applicable, SAFEHOUSE is not exempt from performing a Phase I environmental or site-specific environmental review in accordance with State and local regulations. SAFEHOUSE shall be fully liable for any environmental pollution that it may cause or may have caused pursuant to any activities funded by this Agreement.

SECTION 7. PROJECT PUBLICITY. Any news release, project sign, or other type of publicity pertaining to the funding assistance described herein shall recognize the Seminole County Board of County Commissioners as the recipient of funding by HUD and as providing ESG funds to SAFEHOUSE.

SECTION 8. MANAGEMENT ASSISTANCE.

(a) The CS Administrator  shall be available to SAFEHOUSE to provide guidance on HUD requirements.

(b) In the event that SAFEHOUSE does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to SAFEHOUSE advising SAFEHOUSE that it is in default of this Agreement and the pending consequences thereof. Nothing set forth herein however, shall prohibit COUNTY from taking any action prior to such dates to enforce the terms of this Agreement.

SECTION 9. MAINTENANCE OF RECORDS.

(a) SAFEHOUSE shall maintain all records required by Federal, State and local laws, rules and regulations for a period of no less than five (5) years from the date of the final audit covering the period for

which ESG funding assistance was rendered under this Agreement. This requirement shall include:


(1) All accounts, property, and personnel records as deemed necessary by COUNTY to ensure proper accounting of all project funds and compliance with this Agreement.

(2) Financial records regarding the following:

(A) invoices, receipts, and cancelled checks of all items purchased by SAFEHOUSE pursuant to this Agreement;

(B) bills and invoices for all services purchased by SAFEHOUSE pursuant to this Agreement;

(C) force account construction including the records indicating SAFEHOUSE position, number of hours, and total labor costs.

(D) all capital expenditures in excess of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS ~~(\$750.00)~~ , including a description, model, serial number, date, and cost of acquisition.

(b) SAFEHOUSE shall perform or cause to be performed an annual audit and provide copies of such audits to the CS Administrator within thirty (30) days of its completion. If SAFEHOUSE receives more than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) of federal funds from all sources in any fiscal year, said audit shall comply with the requirements of OMB Circular A-133.


(c) All records and contracts, of whatsoever type or nature, required by this Agreement shall be available for audit, inspection, and copying in accordance with Chapter 119, Florida Statutes. COUNTY shall have the right to obtain and inspect any audit or other documents

pertaining to the performance of this Agreement made by any Federal, State, or local agency.

(d) SAFEHOUSE shall complete and provide to the CS Administrator a monthly report on the Monthly Report form attached hereto as Exhibit D. Such reports shall be due no later than the fifteenth (15th) day of each succeeding month, commencing on the date of execution of this Agreement and concluding upon the completion of all services described in Exhibit A.

(e) SAFEHOUSE shall submit to COUNTY an End of Year Report attached hereto as Exhibit "E".


(f) SAFEHOUSE shall also submit an end of the year report on the "Performance Measurement" form, attached hereto as Exhibit "F".

SECTION 10. LIABILITY. Except for any payment specifically set forth herein, COUNTY shall not be  liable to any person, firm, entity, or corporation in connection with the services SAFEHOUSE has agreed to perform hereunder, or for debts or claims accruing to such parties against SAFEHOUSE. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to SAFEHOUSE as a result of this Agreement, including the contractors, subcontractors, and vendors who may from time to time be employed by SAFEHOUSE.

SECTION 11. SUBCONTRACTS. All contracts made by SAFEHOUSE to perform the activities described in Exhibit "A" shall comply with all applicable laws, rules, and regulations set forth in this Agreement. Only subcontracts for work or services as set forth in Exhibit "A" are

authorized by this Agreement. Any further work or services which SAFEHOUSE wishes to subcontract must be approved in writing by the CS Administrator and may not exceed the financial restraints set forth in Section 5 of this Agreement.

SECTION 12. INDEMNIFICATION.

(a) SAFEHOUSE shall hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur, or be required to pay by reason of the following: loss of any monies paid to SAFEHOUSE or whomsoever resulting out of SAFEHOUSE's fraud, defalcation, dishonesty, tortuous conduct, or failure of SAFEHOUSE to comply with applicable laws or regulations; any act or omission of SAFEHOUSE in the performance of this Agreement or any part thereof; a judgment over  and above the limits provided by the insurance required hereunder or by any defect in any project or service rendered pursuant to this Agreement; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit, or proceeding is brought against COUNTY upon any alleged liability arising out of this Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to SAFEHOUSE by registered or certified mail, addressed to SAFEHOUSE at the address provided hereinafter. Upon receiving such notice, SAFEHOUSE, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent the issuance of a judgment against COUNTY. COUNTY shall

cooperate to a reasonable extent in SAFEHOUSE's defense of any such action, suit, or proceeding.

(c) Nothing herein or in any other section of this Agreement shall be construed as a waiver of COUNTY's sovereign immunity and limitations on damages conferred by Section 768.28, Florida Statutes.

SECTION 13. INSURANCE. SAFEHOUSE shall ensure that its insurance coverage or self-insurance program, and the insurance coverage of its contracted agents, conforms to and complies with all applicable Federal, State, and local regulations and is adequate and sufficient to insure all activities performed pursuant to this Agreement against property damage or loss, human injury, and other casualty.

SECTION 14. NON-ASSIGNABILITY. Neither party shall assign this Agreement without the prior written consent of the other in a document of equal dignity herewith.



SECTION 15. HEADINGS AND CAPTIONS. All descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

SECTION 16. INCOME. In the event that any income is received by SAFEHOUSE as a direct result of the investment of any ESG funds awarded under this Agreement during or after the term of this Agreement, SAFEHOUSE shall immediately render such income to COUNTY.

SECTION 17. NON-EXPENDABLE PROPERTY. Any non-expendable personal property acquired by SAFEHOUSE through funds issued by COUNTY pursuant to this Agreement shall be subject to all Federal, State, and local regulations, including but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any such

property shall be made available to COUNTY and HUD in accordance with the aforesaid provisions.

SECTION 18. REVERSION OF ASSETS. Upon expiration of this Agreement, SAFEHOUSE shall immediately transfer to COUNTY any remaining or unused ESG funds and any accounts receivable attributable to the use of ESG funds distributed pursuant to this Agreement.

SECTION 19. SUSPENSION AND TERMINATION. COUNTY may terminate this Agreement in accordance with the provisions of 24 CFR Section 85.43 for breach of this Agreement or for other legal cause. This Agreement may also be terminated for convenience in accordance with 24 CFR Section 85.44.

SECTION 20. BREACH. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.



SECTION 21. REMEDIES. Upon determination that a breach has occurred, COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to SAFEHOUSE pursuant to this Agreement. Specifically and additionally, COUNTY shall have the following available remedies:

- (a) Immediately terminate this Agreement, with or without notice;
- (b) Reallocate the remaining uncommitted funds toward other ESG activities;
- (c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by SAFEHOUSE;
- (d) Demand SAFEHOUSE immediately repay any monies expended in accordance with this Agreement;

(e) Require specific performance of this Agreement;

(f) Demand payment and/or performance from the surety, if applicable; and/or

(g) Impose a lien upon any and all of SAFEHOUSE's real or personal property. To create such a lien, COUNTY shall send a letter to SAFEHOUSE demanding refund of any monies expended to SAFEHOUSE pursuant to this Agreement. Said letter shall be recorded in the public records of Seminole County and thereafter shall constitute a lien upon SAFEHOUSE's real and personal property.

(h) Initiate a lawsuit against SAFEHOUSE for any legal and equitable remedy available, including declaratory judgment and injunctive relief.

SECTION 22. CERTIFICATION REGARDING LOBBYING. SAFEHOUSE hereby certifies that to the best of its  knowledge and belief:

(a) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress,

an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, SAFEHOUSE shall complete and submit a "Disclosure of Lobbying Activities" standard form as approved by the Office of Management and Budget.

(c) SAFEHOUSE further agrees that monies received from COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Florida legislature, the judicial branch or a State agency.

SECTION 23. NOTICE.

(a) Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CS Administrator
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Florida 32773



For SAFEHOUSE:

Executive Director
Seminole County Victims' Rights Coalition, Inc.
Post Office Box 471279
Lake Monroe, Florida 32747-1279


(b) Either of the parties may change, by written notice, the address or person for receipt of notice.

SECTION 24. EQUAL OPPORTUNITY EMPLOYMENT. SAFEHOUSE agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to,

the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 25. CONFLICT OF INTEREST.

(a) SAFEHOUSE agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, Title 24 of the Code of Federal Regulations, Part 576, 84 or 85 or any other local, State or Federal regulations.

(b) SAFEHOUSE hereby certifies that no officer, agent or employee of COUNTY has any material interest, as defined in Section 112.312(15), Florida Statutes, either directly  or indirectly, in the business of SAFEHOUSE, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 220.115, Seminole County Code, no uses will be made of the funds derived hereunder that would result in ethical violations by any COUNTY employee. Violation of this provision will result in unilateral termination of this Agreement by the non-offending party.

SECTION 26. ENTIRE AGREEMENT, EFFECT ON PRIOR AGREEMENT. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements, if any, between the parties relating to the subject matter of this Agreement.

SECTION 27. SEVERABILITY. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

SECTION 28. CONDITIONS PRECEDENT. The parties hereto each represent to the other that they have done all things necessary as conditions precedent to the execution of this instrument and that the persons whose signatures appear below have the legal authority to execute same on behalf of their respective parties.



(Signature Pages Follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

ATTEST:

E. Horst
KIP BEACHAM, Secretary
Eric Horst Treasurer

SEMINOLE COUNTY VICTIMS' RIGHTS COALITION, INC.

By: Jeanne Gold
JEANNE GOLD, Executive Director

[CORPORATE SEAL]

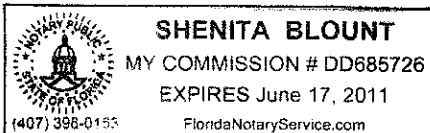
Date: 9-14-09

STATE OF FLORIDA]
COUNTY OF Seminole]

I HEREBY CERTIFY that, on this 14 day of September, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JEANNE GOLD, as Executive Director and KIP BEACHAM, as Secretary of SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC., a non-profit corporation organized under the laws of the State of Florida, [✓] who are personally known to me or [] who have produced _____ and _____, respectively, as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

[NOTARY STAMP]

Shenita Blount, Seminole County
Notary Public in and for COUNTY
and State Aforementioned



(County Signature Page Follows)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

P:\Users\aschneider\HUD-CDBG\Victims' Rights Coalition - ESG SubAgr-2009-10 - SafeHouse.doc

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Project Budget
- Exhibit "C" - Request for Payment form
- Exhibit "D" - Monthly Report form
- Exhibit "E" - End of Year Report form
- Exhibit "F" - Performance Measurement form

EXHIBIT "A"

**SEMINOLE COUNTY/SEMINOLE COUNTY VICTIMS' RIGHTS COALITION, INC.
ESG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2009-2020**

SCOPE OF SERVICES

Generally:

SAFEHOUSE shall operate an emergency shelter facility for homeless residents of Seminole County. SAFEHOUSE shall provide lodging, food, and sanitary facilities to homeless persons. SAFEHOUSE shall use the funds allotted by this Agreement to fund operating costs and maintenance expenses for the shelter. Such costs may include, but are not limited to, the following:

1. Electricity,
2. Natural gas,
3. Water,
4. Food,
5. Insurance,
6. Telephone service, and
7. All Salaries. *



* NOTE: As per 24 CFR, subpart B - Eligible Activities 576.21(a)(3) include the following:

Payment for shelter maintenance, operation, rent, repairs, security, fuel, equipment, insurance, utilities, food, and furnishings. Not more than 10 percent (\$3,200.00) of the grant amount may be used for costs of staff.

EXHIBIT "B"

**SEMINOLE COUNTY/SEMINOLE COUNTY VICTIMS' RIGHTS COALITION, INC.
ESG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2009-2010**

PROJECT BUDGET

Reimbursement for the following: Operating and Maintenance Expenses

OPERATING AND MAINTENANCE EXPENSES	ESG FUNDS	MATCHING FUNDS
Shelter operating and maintenance expenses	\$32,000.00	\$32,000.00



EXHIBIT "C"

**SEMINOLE COUNTY/SEMINOLE COUNTY VICTIMS' RIGHTS COALITION, INC.
ESG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2009-2010**

REQUEST FOR PAYMENT

Subrecipient: Seminole County Victims' Rights Coalition, Inc.

Name of Activity/Project: Homeless Shelter Operating & Maintenance Costs

Mailing Address: P.O. Box 471279, Lake Monroe, Florida 32747-1279

Contract Person: Jeanne Gold, Executive Director

Payment Request Number: _____ Telephone Number: 407-302-5220 ext. 225
Reimbursement Request for the Month of: _____

Operating Expenses	(A) Operating Expense Original Budget Amount	(B) Previous Total Paid To-Date	(C) Payment Amount This Reimbursement Request	Source and Amount of Match used Toward This Reimbursement	(D) (D = B + C) Funds Paid to Date	(A Minus D) Remaining ESG Balance
Operating/Maintenance Expenses	\$32,000.00					
Shelter Aide Salary (if applicable) Can not exceed 10% of TOTAL GRANT AMOUNT (Optional)	(\$3,200.00)					
Total	\$32,000.00					

Attach a copy of all supporting documentation for this Request for Payment

Required Completion Date: September 30, 2010

Estimated Project Completion Date: _____

Submitted by (Print Name and Title): _____

Signature: _____

Date: _____

EXHIBIT "D"

SEMINOLE COUNTY/SEMINOLE COUNTY VICTIMS' RIGHTS COALITION, INC.
ESG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2009-2010

MONTHLY REPORT

Subrecipient: Seminole County Victims' Rights Coalition, Inc.

Name of Activity/Project: Homeless Shelter Operating & Maintenance Costs

Mailing Address: P.O. Box 2921, Sanford, Florida 32772-2921

Contract Person: Jeanne Gold, Executive Director

Telephone Number: 407-302-5220 ext. 225

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:



BUDGET STATUS:

Activity	Estimated Budget	Expenses Paid this Month	Total Expenses Paid To Date	Outstanding Obligations	Budget Balance
Emergency Shelter Lodging and Food Costs	\$32,000.00				
TOTAL	\$32,000.00				

Any other special accomplishments:

Signature: _____

Date: _____

EXHIBIT "E"

**SEMINOLE COUNTY/SEMINOLE COUNTY VICTIMS' RIGHTS COALITION, INC.
ESG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2009-2010**

END OF YEAR REPORT

Type of service provided: SafeHouse - Homeless Assistance

HUD IDIS Matrix Code: 03T Operating Costs of Homeless/AIDS Patients Programs

Total number of people who now have improved and increased access to this service or benefit: _____

Objective: Suitable Living Environment

Outcome: Sustainability

White/ Hispanic	Black/ African American/ Hispanic	Asian/ Hispanic	American Indian/Alaskan Native/ Hispanic	Native Hawaiian/ Other Pacific Islander/ Hispanic	American Indian/Alaskan Native & White/ Hispanic	Asian & White/ Hispanic	Black/African American & White/ Hispanic	American Indian/Alaskan Native & Black African American/ Hispanic	Other Multi-racial/ Hispanic	Female Head of Household

Any other special accomplishments: _____

Signed: _____ Date: _____

EXHIBIT "F"

SEMINOLE COUNTY/SEMINOLE COUNTY VICTIMS' RIGHTS COALITION, INC.
ESG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2009-2010

PERFORMANCE MEASUREMENT

Project Title: SafeHouse - Homeless Assistance

Project Activity: Operating & Maintenance Costs, Furnishings & Fixtures

The numbers for the following questions should be based on the annual number of persons served.

EMERGENCY OR TRANSITIONAL SHELTERS

Residential:

ANNUAL NUMBER OF INDIVIDUAL HOUSEHOLDS (Singles):

Unaccompanied 18 and over	Male:_____	Female:_____	TOTAL_____
Unaccompanied under 18	Male:_____	Female:_____	TOTAL_____

ANNUAL NUMBER OF FAMILY HOUSEHOLDS WITH CHILDREN HEADED BY:

Single, 18 and over	Male:_____	Female:_____	TOTAL_____
Single, under 18	Male:_____	Female:_____	TOTAL_____
Two Parents, 18 and over			TOTAL_____
Two Parents, under 18			TOTAL_____
		(Above)	TOTALS_____

Annual number of households with no children TOTAL_____

Annual number of Adults served TOTAL_____

Annual number of Residential persons served TOTAL_____

Non-Residential Services:

Annual number of Adults and Children Served TOTAL_____

List the number of persons for each subpopulation you served. If you served subpopulations that fit more than one category, you may place overlapping numbers (duplicate persons) on the appropriate lines.

Chronically Homeless Emergency Shelter, only:_____	
Severely Mentally Ill: _____	Persons with HIV/AIDS:_____
Chronic Substance Abuse: _____	Elderly: _____
Victims of Domestic Violence: _____	Veterans: _____
Persons with other Disabilities: _____	

Annual number served (persons housed) in:

Barracks _____	Single Room Occupancy _____
Group/Large House _____	Mobile Home/Trailer _____
Scattered Site Apartment _____	Hotel/Motel _____
Single Family Detached House _____	Other _____

TOTAL NUMBER OF PERSONS HOUSED _____